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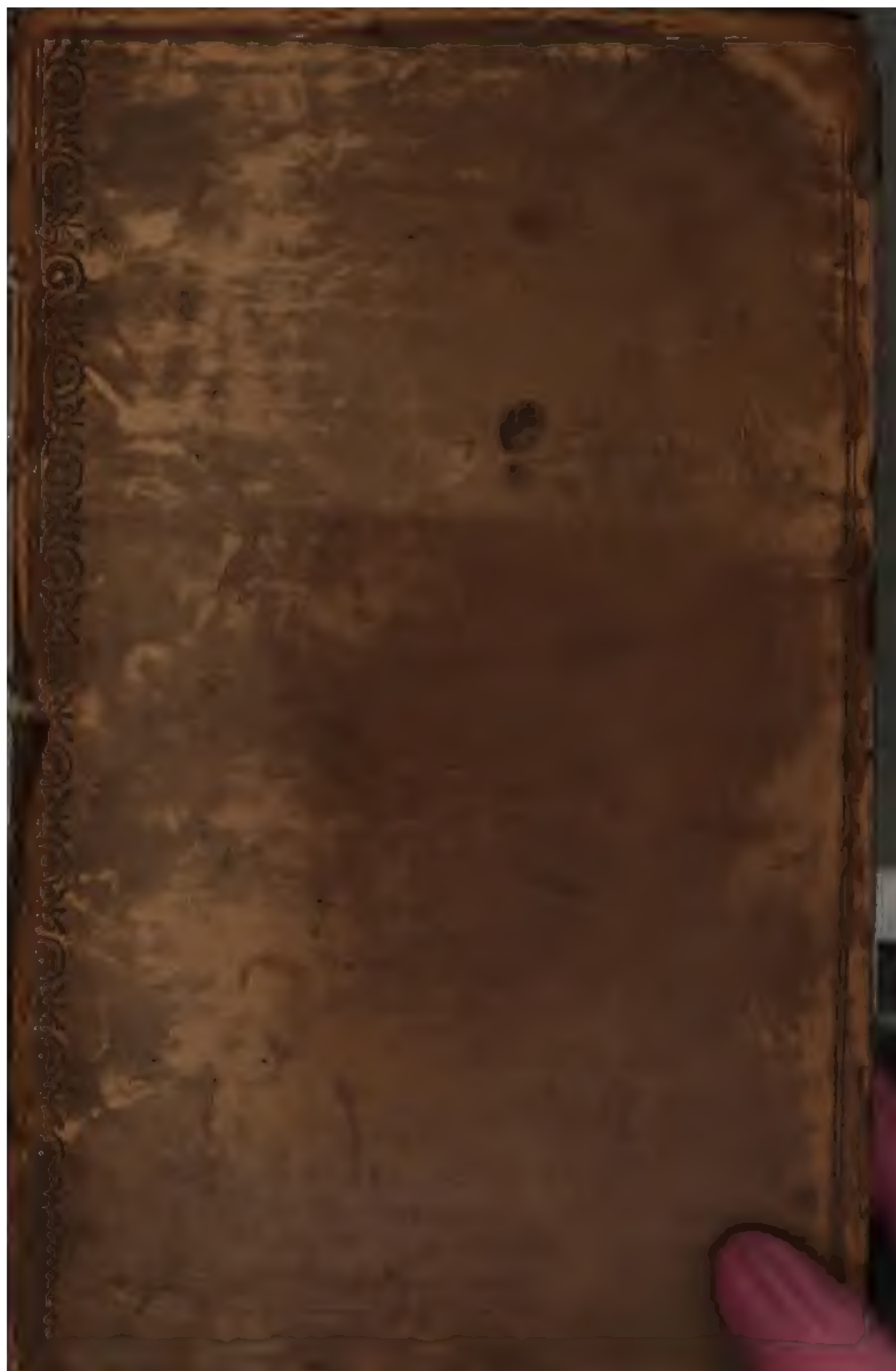
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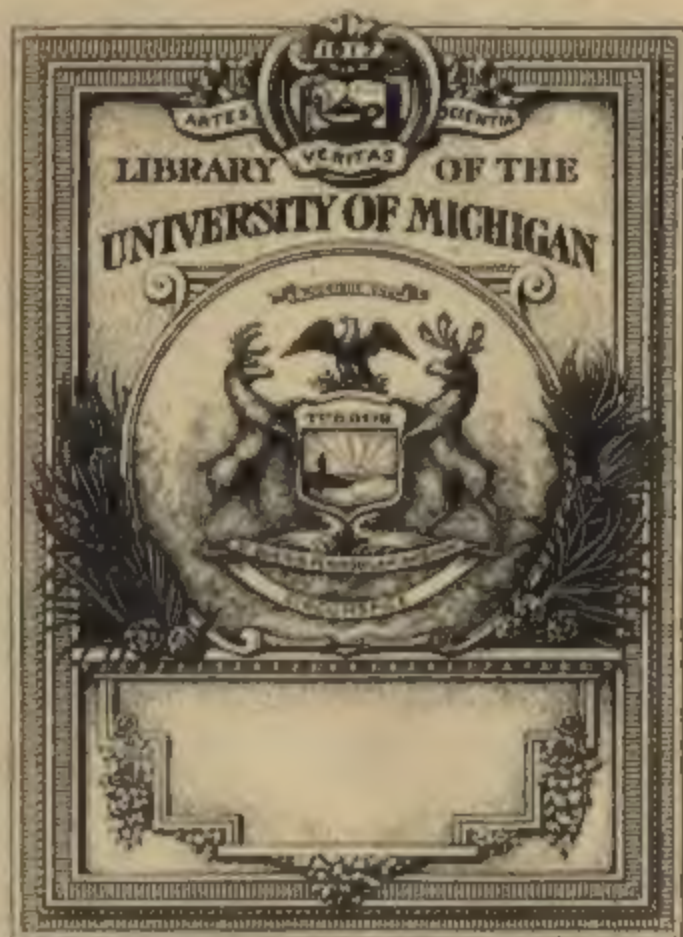
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W. G. Grovernor

THE
PRACTICE
OF
Courts-Leet,
AND
COURTS-BARON:

CONTAINING

Full and exact Directions for holding the said Courts,
and making up the Rolls or Records thereof.

AND LIKEWISE,

The Manner of Drawing, Entering and Proceeding on all
Sorts of *Presentments, Indictments, Verdicts, Fines, Forfeitures,*
Amerciements, &c. Surrenders, Admissions, Recoveries, in Nature
of Writs of Entry, *en le post, &c. Distresses, Avowries, Replevins,*
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AS ALSO,

To Customs, Prescriptions, By-Laws, Waifs, Wrecks, Estrays,
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to the Jury and Homage in those respective Courts.

Published from the Manuscripts of Sir Will. Scroggs, Knt.
sometime Lord Chief Justice of England.

To this fourth Edition are added very large Additions,
and the late Acts of Parliament concerning the Duty on *Surren-*
ders, Admittances, &c. the whole carefully corrected from the
Errors of the former Impression.

In the S A V O R:

Printed by E. and R. NUTT; and R. GOSLING,
(Assigns of Edw. Sayer, Esq;) for John Malthoe,
A. Bettesworth, W. Mears, W. Blount, and
T. Osborn. MDCCXXVIII.

The Preface.

Law, such as he thinks may be sufficient Helps for any Steward or Person that will take upon him the Employment of keeping a Court-Leet, or Court-Baron; as being what relates to the Theory of that Science: But as to the Practick, when making up his Court-Rolls, he is at a further Loss for Want of Precedents for Instructions, in Regard neither of those above-mentioned Books do contain any more than a few Fragments of Entries of Admissions, Surrenders or Presentments, and no Ways fitting for, or suitable to the true Knowledge, or right Understanding of such a Work: For which Reason, the Publisher of this Fourth Edition hath adventur'd to give the World a complete Specimen of every Thing, which may any Way relate to the Practick Part of a Court-Leet, and a Court-Baron.

Vale.

THE

OF
Courts-Leet,
AND
COURTS-BARON.

Of Courts-Leet.

BEFORE I proceed to treat of the ^{Court-}particular Practice of ^{Leet.}Courts-Leet and Courts-Baron, it may be necessary, in the first Place, (briefly and in general) to shew the original Institution, Nature, End, Use, Authority, and Jurisdiction of those respective Courts. And First, of

A Court-Leet, which is defined to be a ^{It's Defini-}Court of Record, originally derived out of ^{tion and}the Sheriff's Torn, and of the same Nature ^{Nature.}
B with

with it, and erected in Ease thereof, for the Punishment of Breaches of the Peace, Misdemeanors, Encroachments, Nuisances, and other Offences arising within its particular Precincts, in the same Manner as the like Offences are punishable within the Sheriff's Torn; and is to be held twice yearly, as that is.

Institution. - It's original Institution seems to be, for that anciently all such as now owe Suit to this Court, ~~were bound to come to the Sheriff's Torn, in order there to take the Oath of Allegiance, &c. and to unite together for the Preservation of the Peace and good Government of the Kingdom.~~ But it being more for the People's Ease to have the like Courts held within their own Townships or Manors, the Lords of such Manors, for Money, &c. procured Grants of such Courts to be held for Resiants, or Inhabitants within their Manors, &c. and, as a Recompence for the Charge in obtaining such Grants, the Resiants agreed to pay a certain Sum called *Capitage*, or *Certum Letæ*. And note; for Non-payment of this Duty, or a Refusal to present it, such Grantees may prescribe to amerce the Defaulters, and to distrein for the Amerciament; but no such Prescription shall be allowed for any other Matter of a private Nature. *1 Roll. Abr. 211. A. C.*

Certum Letæ.

11 Co. 42.

1 Roll. R.

31. 73.

2 Hawk.

57.

6 Co. 77.

Cro. J. 584.

1 Roll. Abr.

542. B.

'Tis a Rule, that no Man can be within two Leets at the same Time, and in the same Respect; and therefore, he who resides within the Precinct of a Leet duly held, can't be compell'd to appear, &c. at the Torn, or other superior Leet, for any Purpose which may

may be as well answer'd by his Appearance, &c. at his own Leet. Yet if a particular or private Leet have not the general Jurisdiction of the Törn, but only granted for two or three Articles of it, it seems the Inhabitants thereof must attend the Sheriff's Törn for all such Matters, whereof such private Leet hath no Jurisdiction. Also, it seems a good Prescription for a Grand Leet, (to which other inferior Leets may be subordinate, as that is to the Törn,) to oblige the chief Pledges, and a certain Number of the Resiants or Inhabitants of every Town, &c. within its Precinct, to appear at every such Grand Leet, to inquire into such Offences as were not inquired into in the Inferior Leet.

^{2 Rol. Abr. 203. pl. 7.}

^{Cro. J. 283.}

^{Cro. C. 75, 76. Ray. 204.}

Also the Sheriff's Törn, as a Supervisor of this Court, ought to inquire whether the Tithings therein be whole or no, and to redress such Defaults as are not redressed in the Leet. Also, it seems it may, of common Right, inquire of the Concealment of Offences inquirable in Leets, and of the Defaults of the Lords of such Courts; but, without Doubt, a Prescription to that Purpose is good. And if a Leet be seized into the King's Hands, (as it may for such Defaults) all who owed Suit thereto ought to come to the Törn.

^{Finch 246.}

^{Cro. J. 584.}

^{2 Rol. Abr. 203. pl. 7.}

And here we may observe, that a Leet being a Franchise not intended to be granted for the private Benefit of the Grantee, but for the Good of the Publick, for the more easy and convenient Administration of Justice, it shall be forfeited not only by Acts

^{For what Causes a Leet may be seiz'd or forfeited.}

^{Co. Lit.}

^{233. 9 Co. 50.}

Cro. Jac. 155. of gross and palpable Oppression and Injustice, but also by bare Omissions, in not making it answer the Ends of its Institution ;
 2 Rol. Abr. 155. O. as in not punishing Offenders as the Law
 1 Jon. 283. requires, or in neglecting to hold a Court
 or 383. when it ought to be holden, or in not
 Cro. Eliz. 125, 698. providing an able Steward who may duly discharge the Office, or in not taking Care to have such other Officers, or other Things, as are necessary for the Execution of Justice ; as Constables, Ale-tasters, &c. with a Pillory, Stocks, Tumbrel, &c.

8 E. 4, 5. Altho' the proper Business of a Court-
 Dyer 233. Leet be to inquire of and punish such in-
 2 Hawk. 67. ferior Offences as aforesaid, viz. publick
 4 H. 6. 10. Breaches of the Peace, if Bloodshed, Affrays,
 18. Encroachments, Nuisances, &c. yet it may
 1 Sand. 135. also inquire of all other Offences under
 Ray. 160. High Treason, as are of a publick Nature, and committed within its Precincts. But such Offences whereof the Punishment is Loss of Life or Member, are only presentable and inquirable here, i. e. the Jurors here may find the Indictment. But then it is to be certified over to the Justices of the Assizes to be tried.

See the
 Stat. 1 E. 3.
 c. 16.

Also, for making Disturbances in a Court-Leet, or refusing to do one's Duty in Contempt of the Court, a Fine may be imposed by the Steward of the Leet ; as where a Constable, duly elected, refuses to be sworn, or to serve ; so a Bailiff refusing to execute his Office, or a Tithing-man or the Jurors to make Presentments, or if Jurors depart without giving their Verdict, &c. and a Distress may be for such Fine.

Vide 8 Co.
 38, &c.

Upon

Upon a Distress for a Fine in a Court-8 Co. 32. Leet, for refusing to hold the Office of Constable, it was adjudged, that for Contempts or Disturbances in Courts of Record, (which a Court-Leet is) a reasonable Fine may be imposed by the Steward of the Leet, as in the Instances *supra*; and that the Lord may distrein for it, (without a Custom, 2.)

The Lord of a Leet may distrein, or bring ^{Keilw. 66. b.} Debt for a Fine; but the Officer must have a Warrant to distrein; and if he has such Warrant, he is not punishable, tho' the Distress be wrongful, 2.

And the Lord may either sell the Di-8 Co. 41. b. stress, &c. or put it into the common Pound at his Pleasure: And by 3. H. 7. 4. b. the Lord of a Leet may sell the Distress, as the King may do.

The Steward in a Court-Leet telling the ^{Cro. Eliz. 581. pl. 4.} Defendant that he was a Suitor, and ought to be sworn, the Defendant contemptuously told him, that *be ly'd*; for which he set a Fine of 20 s. on him. For which Debt was brought and held maintainable. And that for this Contempt and Abuse to him, being a Judge, and in his Authority, he might well fine him. And that for such Fine so assessed by the Steward, Debt lies, without any Prescription to assess such Fines, or to bring an Action for them.

And note; Courts-Leet may fine, but not ^{11 Co. 44. b.} imprison; but County-Courts, Hundred-Courts, and Courts-Baron, can do neither.

The Reasonableness of the Fine shall be ^{11 Co. 44. a. b.} adjudged by the Court; and if they think

it excessive, it shall not bind. And so it is in the Case of Copyhold Fines, if unreasonable.

Keilw. 65.
pl. 5. See
8 Co. 38,
39.

'Tis said by *Frowick* and *Kingsmill*, that all Fines in Leets may be assessed by the Steward, but all Amerciaments must be affected by Affeerors: And in an Avowry for an Amerciament, the Defendant must alledge a Prescription in the Use of this Assessing and Affeering.

Cro. Eliz.
241. See
Hob. 129.

The Steward cannot fine a Man for not doing Suit at Court, without a Presentment, that he ought to do it. But in such Case he shall rather be amerced.

Constable
fined or a-
merced.

The Steward may impose a Fine upon one who is elected Constable by the Jury, if he be present in the Court, and refuses to be sworn; but if he be not present, the Steward cannot fine him; yet he may be amerced, tho' absent, which must be presented and affected at the next Court. And after the Court is over, a Justice of Peace must, on the Steward's Certificate that he is chosen, swear him. 5 *Mod.* 131.

Affeer-
ments.

What Fines or Amerciaments may be in a Court-Leet, and how to be levied, *vide* *Plow.* 6. 52. a. *Keilw.* 65. a.

Jurors.
Alcock's
Case.
Pas. 7 W. 3.
B. R.

A Jury in a Court-Leet shall not be fined for not giving in their Verdict; and a Fine so set, was quash'd on a *Certiorari*. For that no Fine ought to be in such Case. *Sed Quære.* 8 Co. 34. a.

Note; There are two Manners of Offences punishable in Leets, *viz.* some committed in Court, and some committed out of Court. Of those done in Court, as Contempts and Misde-

Misdemeanors done before the Steward him-^{8 Co. 41.} self sitting as Judge, he hath Conusance, and^{a. b.} may impose a Fine for them; and a Distress for such Fine is incident of common Right. But of such as are committed out of Court, the Jurors of the Leet have Conusance, and therefore Power to present them, and to impose Amerciaments for them. But such Amerciaments must be affeered at the^{8 Co. 39.} next Court, and then a Distress may be for^{41.} such Amerciaments. But 'tis said in *Shawer's*^{11 Co. 43. b.} *Rep.* 62. that the Amerciaments ought to be the Act of the Court. But the Affeement must be the Act of the Jury, i. e. the Affeers.

And note; A Presentment in a Court-Leet,^{Dyer. 13. b.} of a Matter within their Jurisdiction, shall be^{Keilw. 66.} intended as *true as the Evangelist*; whereto there shall not be any Traverse, except it be touching a Freehold, or concern the Life or Member of a Man.

It has been query'd, Whether a Court-Leet^{Pas. 24 Car.} may inquire of private or particular Assaults^{1. B. R.} and Batteries, if there be no *Bloodshed* in the Case. For *Bacon* Justice and *Walter* held, that a Court-Leet might inquire of them, &c. And this seems reasonable; for a Court-Leet is instituted principally for the Preservation of the publick Peace, and to present the Breaches thereof, which every Assault is; altho' *Rolle* held the contrary, because the Party assaulted has his Action, &c. But I take it for clear Law, that such Assaults, &c. are Offences against the Publick, as well as against the Person assaulted, and are therefore inquirable, nay finable, in the Leet where

where committed. And no Doubt an Indictment at the Sessions or an Information in the Crown-Office may well be for an Assault, &c. altho' there be no Bloodshed; and yet the Party assaulted, has also his Remedy by Action.

Raym. 160.
1 Saund.
135. 136.

Yet it is admitted that a Court-Leet cannot amerce for Trespasses, &c. done to the Damage of the Lord, or to a particular Suitor; for the Court can amerce for nothing but publick Nuisances, and not for particular Trespasses done to the Lord or any other.

1 Leon.
Case 266.

Although a Court-Leet is commonly to be held but twice yearly; viz. within a Month after *Easter*, and within a Month after *Michaelmas*; yet by Prescription it may be held oftner; and also at other Days or Times than are set down in *Magna Charta*, cap. 35. and therefore,

2 Sand. 291.

In a Presentment or Indictment in a Court-Leet, it ought to appear upon what Day the Court was held, &c.

The Caption of an Indictment at a Court-Leet was thus: *Ad curiam visus Franc. Pleg. cum curia Baron.* &c. and held good; for the Words *cum curia Baron.* shall be rejected; and it cannot be intended but that the Indictment was taken by that Court, which alone hath any Colour of Authority to take it, i. e. the Leet.

Salk. 200.

Also the not setting forth in the Caption whether such Court was held by Grant or Prescription, is well, by many Precedents.

6 Co. 77. b.

11 Co. 44. b.

The Lord may prescribe to have 10 s. *pro certo Letæ*, of all the Resiants within his Manor; but he cannot have it without a Prescription

scription. Neither can he distrain for it without Prescription.

A. prescribes for a Court-Leet, and that the chief Pledges ought to pay 10*s.* *pro certo* to the Lord, which the Jury ought to do; and that they being sworn, did consciously refuse to present these Customs, the Steward fined them 6*l.* and a Dimmed for the 6*l.* and the 10*s.* Added that the Jurors ought to be fined scilicet; for the Refusal of every of them was wilful; and if some were ready to present, the others not, the Refusers only were to be fined.

A Resiant certified to be a *chief Pledge*, and appearing, was amerced for his Default 6*d.* 6 Co. 77. b. and it seems there, that these chief Pledges are now called Tithing-men, Petty Constables or Headboroughs.

Of particular Offences cognizable in Courts-Leet.

All Offences cognizable in Leets may be said to be either such as do immediately concern the King's (or the Lord's) Interest, or such as do not. Of the former Sort, are all Purprestures or Incroachments on the King, or the Lord, Seizures of Treasure Trove, Waifs, Estrays, Goods of Felons and *Felo's de se.* Goods wreck'd, Deodands, &c. may be enquired of in this Court, either for the King or for the Lord, where he can plead a Grant or Prescription for the same. Notwithstanding the before-mentioned Rule, that a Court-Leet cannot take Cognizance of the Lord's parti-

particular Interest, because it would make the Lord Judge in his own Case. For in those Cases neither the Lord nor his Steward is the Judge; the Jurors only are the Judges; and their Finding and Presenting on Oath, is a judicial Act, and the Steward is only a Register of their Judgment.

See 2 Hawk.
cap. 10.
Sect. 59.

As to Offences which do not immediately concern the King or the Lord's Interest, and cognizable in a Court-Leet, they are generally these:

All common Nufances are presentable and indictable in this Court, whether they are in Highways, Rivers, Common Bridges, Bawdy or other Disorderly Houses, Selling corrupt Victuals, or Exposing them to Sale, Breaking the Assize of Bread, Beer, or Ale, Keeping false Weights or Measures, (though not used) Neglecting to hold a Fair or Market in Pursuance of a Grant or Prescription. Also all common Disturbers of the Peace may be here indicted as common Barretors, common Scolds, Eaves-Droppers, Swearers, and all common Oppressors, as Usurers, &c. and also all dangerous and suspicious Persons, as Rogues, Egyptians, Vagabonds, &c. or those who go Abroad by Night, and sleep in the Day; and those who inordinately haunt Taverns, having no visible Means to live by, &c. also all those who shall levy a Hue and Cry without Cause, or neglect to levy one where they ought, or to pursue one rightly levied: And also all Suitors to, and Officers of the Court, who shall make Default, or neglect or refuse to do their Duty, are presentable here: And every Vill within its Precinct, is said to be indictable on present-

presentable here, for not having a Pair of Stocks, and to forfeit 5 *l.* And many other Offences may be enquired of in this Court, too long to be here enumerated.

But it has been resolved, that a Man cannot be amerced in a Court-Leet for surcharging a Common, because this concerns only the private Interest of the Inhabitants. 1 *Rol. Abr.* 541. 2 *Rol. Abr.* 83.

Yet it has been held, that if there be a By-law made in a Court-Leet, in Pursuance of a Custom to make By-laws, that no one shall receive a poor Man to be his Tenant, who shall be chargeable to the Town, under a certain Penalty; and if an Inhabitant offend against such By-law, he may be presented at the Court-Leet, and compelled to pay such Penalty. But it seems such By-laws depend entirely upon Custom, and are not binding of common Right; for that Court-Leets, as such, have nothing to do with Matters of a private Nature. And how far any such Court, may from a special Custom receive a new collateral Power, of a different Nature from what naturally belongs to it, may deserve Consideration.

But it seems, any Court-Leet, with Assent of the Tenants, may of common Right make By-laws under certain Penalties, in Relation to Matters properly within the Conuzance of such Court; as for amending Bridges, repairing Highways, &c. also by Custom, even a Court-Baron may make By-laws for the well regulating of Commons, and such like private Matters. And therefore where a Court-Leet and a Court-Baron, are both holden together

Of Courts-Leet.

together at the same Time and Place, as they usually are, whatever is transacted therein in Relation to publick Matters, shall be applied to the Jurisdiction of the *Court-Leet* ; and what is done in Relation to private Matters, shall be intended to be done by the *Court-Baron*.

And this may suffice to shew in general, the Institution, Nature, End, Use, Authority and Jurisdiction of a *Court-Leet*, and of the Crimes therein cognizable.

But whoever desires to be more fully informed touching these Matters, he may peruse the Cases collected by the industrious Mr. *Nelson*, under Title *Leet*, both in the Second Volume of his *Abridgment*, and also in his *Lex Maneriarum*.

I shall now proceed to shew the particular Practice and Method of Proceedings, both in *Courts-Leet* and *Courts-Baron* ; and first,

Of a Court-Leet.

Court-Leet, what it is, and how held.

A *Court-Leet* is also called a *Law-Day*, or *View of Frank-pledge*, and is an ancient Court of Record, and constituted for Offences belonging to the Crown, within the Precinct that it is holden for, which is before the Steward, as Judge, and was doubtless at first by the King's Grant ; but at this Day is commonly claimed by Prescription, and may be held in any Place within the Hundred, Parish, or Manor of which it is kept for, which is commonly twice every Year, (*viz.*) within a Month of *Easter*, and within a Month of *Michaelmas* :

Of Courts-Leet.

13

Michaelmas: Yet if it hath been a Custom to keep a *Court-Leet* at any other Time of the Year, and Warning given, it is good ; and the Judge or Steward, when he intends to keep the said *Court-Leet*, commonly sends his Precept to the Bailiff of the Manor to warn the Court at Six or more Days, which is commonly in these Words :

A Precept to warn the Tenants, and summon a Jury at a Court-Leet.

To the Bailiff, &c.

Maner' de S. **T**Hese are to will and require you to give publick Notice within the said Manor, That the Court-Leet and View of Frank-pledge for the same Manor, (with the Court-Baron of *A. B. Esq;* Lord of the Manor) will be holden at the — on *Monday* the — Day of — at Ten of the Clock in the Forenoon ; and that you warn all the Tenants of, and Reliants within the said Manor, that do owe any Suit or Service at the said Court, that they and every of them personally be and appear at the Time and Place aforesaid, then and there to do and perform the same. And likewise that you summon Twenty and four honest and lawful Men of the said Manor, to be and appear at the Time and Place aforesaid, to enquire for our Sovereign Lord the King, of all such Matters as to the said Courts do appertain ; and that you yourself be then and there also personally

Of Courts-Leet.

ly present, and have you there the Names of such Persons as you shall have so summoned, and this Precept. *Given under my Hand and Seal, &c.*

Of the Persons that are bound to Suit in a Leet

From the Age of Twelve to Sixty.

Every Person from the Age of Twelve to Sixty Years, that dwell within a Leet, are obliged to do Suit within this Court, and no Prescription will exempt any Man from it, unless he be under the Sheriff's Tourn: And a Stranger, in case of the Want of Jurors, may be made to serve of the Jury; and not only Tenants that hold of the Manor within the Leet, but others that are Resiants, if they there offend, and can be met withal, are punishable. *Marlbr. Chap. 10. F. N. B. 160.*

And now having shewn you who are to do Service; and the Court being set, order Proclamation.

Proclamation.

Proclamation.

Oyes, [three Times.] All Manner of Persons that do owe Suit or Service to this Court-Leet, (with a customary Court) or (that were summoned to appear here this Day) draw near and give your Attendance, and answer every Man to his Name at the first Call, and save your Amerciaments.

Then

Then call over the Leetors, and mark every one that appears, and them that make Default, thus : Leetors called.

A. B. amerced 6 d. [And so of the rest.] Amerced.

Then call the High Constable, Petit Constable, Tithing-men of every Tithing, and ask them what they have done in Relation to the Orders they received the last Court : And if the Constables, &c. do not appear, they are finable. Constables called.
Fine.

Then choose a Jury, and name a Foreman, whose Oath is as follows : Jury chosen.

The O A T H.

YOU shall well and truly enquire, and true Presentment make of all such Articles, Matters, and Things, as shall be given you in Charge ; the King's Counsel, your Companions, and your own, you shall keep secret and undisclosed. You shall present no Man for Envy, Hatred, or Malice, nor spare any Man for Fear, Favour, or Affection, or any Hope of Reward ; but according to the best of your Knowledge, and the Information you shall receive, you shall present the Truth, the whole Truth, and nothing but the Truth. *So help you God.* Foreman's Oath.

Note; That a Stranger may be compelled to be of the Jury, if there be not a Stranger compelled.

MR. RAYMOND LEE.

Right Number: and if he refuse, you
may, Alas him

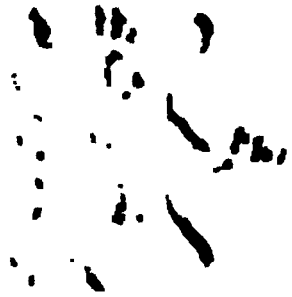
Then, after the rest of the Jury thus:

In the
the

... [Book that it is your Fore-
... you and every of you,
... well and truly
... [the Book]

In the

... cause the
...



In the

... may ...
...
...

In the

...
...
...
...

Then order Proclamation for the Charge.

Proclamation.

YOU good Men that are sworn, draw near and hear your Charge, and the Court commandeth all Men to keep Silence whilst the Charge is giving. Proclamation for a Charge.

Note, Before the Charge is given, gather the *common Fine* which the Tenants do pay, if it be the Custom of the Manor.

The C H A R G E.

Gentlemen,

I Shall not trouble you with a long and tedious Repetition of the Antiquity of a Court-Leet, or the Jurisdiction of the same. It shall suffice at this Time to tell you, That to this Manor are appendant, Two Courts, the one called, *A Leet or View of Frank-pledge*, where we have Power to enquire of and punish all Offences against the Peace, and determine Matters of Controversy between the King and Subject. The other is called, *A Court-Baron*, wherein we have Power to enquire of and adjust Matters between Lord and Tenant, and between the Tenants themselves. The Charge.

As to the first, *viz.* of the Court-Leet, As to the you having taken an Oath to enquire of such Things as shall be given you in Charge, it does

C

does thereupon necessarily follow that I give you one ; in which (knowing you to be Men who are well accustomed to, and well able to go through a Matter of this Nature) I shall proceed briefly to some Particulars, which are as follow.

To enquire
who owe
Suit or Ser-
vice.

First, You are to enquire who they are that owe Suit and Service to this Court, and whether they be here to do the same, or not ; such as are absent, though on lawful Occasions, you have Power to amerce as you shall think fit in Reason. In the next Place, you are to enquire if any Person was presented at the last Court for any Offence ; whether the same was reformed within the Time limited in such Presentment ; if so, the Penalty is to be set aside ; if otherwise, you must present accordingly, that the Penalty may be levied for the Lord's Use.

Leet-Bill
to be called
for.

Note, You must call to the Constable for a Leet-Bill, which should comprehend all Inhabitants of the Leet, within the Precinct, above the Age of Sixteen. It is usual to present one, and set a reasonable Amercement, and give Time till a further Day for Amercements, under a greater Penalty.

Nusance.

Nusance.

You are also to enquire of and present all Nusances. A Nusance is that which is an Annoyance or Disturbance to many : It cannot be said to be to one, for it is *Commune Nocumentum*.

First, As to Nufances in the Highways.

If any incroach upon the King's Highway, by Hedging, Ditching, or otherwise inclose any Part of the Highway; this is a Nufance, and by you inquirable, presentable, and punishable. A Cart-logue of Nufances in the Highway.

If any make any Laystals, Dunghils, or lay any Timber-Wood, or other Thing in the Highway, whereby the same is in the least obstructed; this is also a Nufance, and inquirable, &c. Laystals and Dunghils.

If any do not scour their Ditches, or lop their Trees, and keep their Bushes low next the King's Highway; this is an Occasion of impairing the Highway, and by you inquirable, &c. Scouring Ditches, &c.

If any divert an ancient Way, or an ancient Water-Courfe out of its proper Channel; this is also inquirable, &c. Water-Courfes.

If any Person lay any Carrion, or any other stinking Dirt in the Highway, by this Means the Air is corrupted, which is a Nufance, and by you inquirable, &c. Carrion, or stinking Cloth.

If any lay any Hemp, or otherwise corrupt any common Stream of Water; this is also a Nufance, and by you inquirable, &c.

If any do not maintain a sufficient Lodge or Fence against any Common, or common Highway, whereby his Neighbour's Cattle may the more easily trespass on his Ground, and he impounds them; this occasions Suits and Controversies, and tends to the Breach of the Peace, and consequently by you enquirable, &c. Fences against Common.

Of Courts-Leet.

Eves-droppers.

Listeners
and Tale-
bearers.

You are to enquire of Eves-droppers, such as listen under Walls or Windows to hear Tales, and report them amongst the Neighbourhood; this tends to the Breach of the Peace, and is by you enquirable, &c.

Barretors.

Scolds.

You are to enquire and present all common Barretors, Scolds, and other Breakers of the Peace, and punish the Offenders accordingly.

Rioters.

You are to enquire of all Riots, Routs, and unlawful Assemblies.

Unlicensed Ale-houses.

Ale-houses,
&c. unli-
censed.

You are to enquire of all unlicensed Ale-houses, and present the Offenders.

And if any Inns or Ale-houses have a Licence, yet you are to enquire if they keep good Orders in their Houses, otherwise you are to present and punish the Offenders.

Gaming-houses.

Bawdy-
houses, &c.

You are to enquire of all Gaming-houses, Houses of Bawdry, and other such lewd and disorderly Places.

Bakers,

Bakers, &c.

You are to enquire of all Bakers, Butch-^{Bakers,} ers, Poulterers, and others, that they vend ^{&c. selling} good and wholsome Meat and Drink, fit for ^{unwhol-} some Vic-^{tuals.} Man's Body: If any offend herein, you are to present and punish the Offenders.

Pound-breach.

You are to enquire of all Pound-breach ^{Pound-} and Rescous. If any Cattle be put in the ^{breach and} Lord's Pound, and taken out by Force, o-^{Rescous.} therwise than by due Course of Law; this is called Pound-breach, and by you enquirable, &c.

Rescue.

Also if any rescue any Cattle, or other ^{Rescue} Things from the Custody of the Sheriff, or ^{from the} any of his Bailiffs or Officers; this is called ^{Sheriff.} a Rescous, and by you inquirable, &c.

Game.

You are to enquire, if any (not being ^{Keeping,} qualified according to Law) keep any Grey-^{Grey-} hounds, Setting-Dogs, Nets, or any other ^{hounds,} Engine to destroy the Game, and to pre-^{Setting-} sent the same accordingly ^{Dogs, &c.}

Of Courts-Leet.

Constables.

If Officers
have duly
executed
their Of-
fice, &c.

You are to enquire of your Constables, Tithingmen, Surveyors of the Highways, and all other publick Officers within the Precinct of this Leet, that they have duly executed their respective Offices; if any have been therein remiss, you are to present the Offenders.

Conclusion.

Other Part-
iculars left
to the Ju-
ry's Know-
ledge.

Gentlemen, I might enlarge on several other Heads (and Particulars); but knowing your Abilities, I shall not trouble you with any more Particulars at present, but give you this in general, That whosoever you know of your own Knowledge to be enquirable and presentable, that you make due Presentment thereof; and if any Thing of Dispute or Difficulty arise, if you repair to me, you shall receive the best Instruction I can give you: And so pray go together, and consider of your Verdict.

Things pre-
sentable,
but not
punishable,
properest
for Sessions
or Assizes.

Note, There are several Things that are presentable and inquirable in a Court-Leet, but not being punishable, they are not taken Notice of here, as being more proper for the Quarter-Sessions or Assizes.

Note Also, after the Steward has gone through his Charge to the Jurors of the Court-Leet, he may proceed to his Charge

Charge to the Homagers or Court-Baron, thus :

And you Gentlemen, that are the Lord's Tenants of this Manor, and now sworn of the Homage, your Charge or Business is to enquire of such Matters and Things as do relate to the Court-Baron, now held. And they are such as do respect either the Lord himself, or the Lord and his Tenants, or the Tenants themselves.

And to this End you are first to enquire what Emoluments or Advantages have happened to the Lord since the last Court, either by Escheats, Forfeitures, &c. (i. e. *Felons Goods, Deodands, Wrecks, Waifs, Estrays, &c.* if the Lord be entitled to these or any of them.

As if any Freeholder of this Manor hath committed Felony, and thereof hath been lawfully convicted. In such Case the King shall have the Year, Day, and Waste, and afterwards the Lands will fall to the Lord by Escheat, & *sic de cæteris*.

And if any Copyholder of this Manor, hath committed Felony, and been thereof lawfully convicted, it is a Forfeiture of his Copyhold. Also if any Copyholder of this Manor hath leased out his Copyhold for more than a Year and a Day, without the Lord's Licence, it is a Forfeiture of his Copyhold; or if for a lesser Term he has let it to an under Tenant, and not retained enough thereof in his own Hands, sufficient to answer the Lord's Dues, he is to be amerced by you.

If any Copyholder of this Manor hath suffered the Houses or Buildings of his Copy-

hold to be in Decay, or uncovered, or to fall down for Want of Reparation, or hath otherwise committed Waste, in felling Timber-Trees, &c. or in topping them, or lopping them at unseasonable Times in the Year, whereby they die; or in converting Pasture Land to Arable, or in plowing up any Part of the ancient Meadow called *Long-mead*, &c. he forfeits his Copyhold.

If any Copholder of this Manor, having two Copyholds therein, hath impaired the one to improve the other, he forfeits the Copyhold so impaired. *And you shall also enquire,*

If any has so impoverished his Tenement by carrying the Compost and Soil there made, or by penning his Sheep on other Lands, to the Prejudice of his Tenement.

If any Rent-Service or Custom be withheld from the Lord, what it is, from whom due, and what Lands or Persons are chargeable for it.

If any Freeholder of the Manor be dead, or hath aliened his Estate, what it is, and to whom; or if any Copyholder be dead since the last Court, or before, and present his Death, if not yet presented, what is due to the Lord on his Death, and who is the next Tenant.

If any Bounds, Meer-Stones, or Land-Marks between this Manor or Lordship, and another, or between Tenant and Tenant, have been removed. If any Incroachment hath been on the Lord's Waits, and by whom, or any of the Lord's Lands withheld from him; or any Trespasses on the Lord's Royalties,
by

Of Courts-Leet.

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by Hunting, Hawking, Fishing or Fowling.

If any Houses, Hedges, Gates, Stiles, or Bridges, want mending or repairing, or Ditches want scouring, &c.

Also who appear to do their Suit, and who have made Default.

Also whether the Orders of the last Court have been observed, and wherein, and by whom Default hath been made.

And if there be any thing also that concerns the Lord's Interest or the Tenant's Right or Duty, you have it in Charge to present the same to this Court.

Proclamation.

Oyes, **I**F any Person can inform the Steward, or this Inquest, of any Offences committed against our Sovereign Lord the King, which to this Court do appertain to take Cognizance of, (which Offences you may read in the Charge) let them come into the Court, and they shall be heard.

Another
Proclamation
by the
Crier.

And if any Person appear, swear him thus :

TH E Evidence that you shall give at this Inquest, shall be the Truth, the whole Truth, and nothing but the Truth.
So help you God.

Evidence
sworn.

The Steward having given Direction to the Jury to enquire

the
can

OF Courts-Let.

mean Time the Court commonly adjourns to Dinner, which is by Proclamation thus :

Proclamation.

Court adjourn'd by another Proclamation.

Open, **A**LL Manner of Persons that are obliged to give their Attendance at this Court, have Liberty to depart till Three of the Clock in the Afternoon, at which Time they are to appear again at their Perils.

At the Time appointed, the Court being returned, assemble a Court by Proclamation thus :

Proclamation.

Another Proclamation to appear again.

Open, **A**LL Manner of Persons that were obliged to give their Attendance on this Court, and were adjourned till Three of the Clock, are now to give Attendance again, as they will answer the contrary at their Perils.

Jury's Presentment called for.

Then let the Steward call for the Presentments of the Jury, &c. and if they are not ready, give them a Day and adjourn the Court till then, and then make Proclamation as before, and enter all your Adjournments on the Court-Roll.

Presentment to be alter'd in Form, and turned into Latin.

But if the Presentments are ready, ask them if they have agreed ; which if they all say, Yes, ask them if they are content that their Presentment should be altered, as to Form ; and if they agree, read them in *English*, and amend

Of Courts-Leet.

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amend the Form as you see Occasion, then turn them into *Latin*.

Then you may swear such Officers as are ^{Officers} to be sworn; such as the Constables, Tithingmen, Hayward, Afferors, &c. ^{sworn.}

Afterwards discharge the Court by Proclamation, and command the Crier to make ^{Court discharged.} Three Times, *Ques.*

Proclamation.

ALLE Manner of Persons that have appeared here this Day at this Court-Leet, ^{Proclamation.} and have any Thing further to say, let them now come in, and they shall be heard; otherwise all and every Person may depart, and are hereby discharged of their Attendance, till they are obliged to appear again on new Warning.

The Manner of making up Estreats for a Court-Leet.

Maner de S. **T**HE Estreats of Fines, Forfeitures, and Amercements, at the several Courts-Leet, holden for the Manor aforesaid, on the several Years hereinafter mentioned; (that is to say,)

Munday,

Of Courts-Lett.

Monday, &c.

A. B. of the Parish of, &c. for that he did not appear at this Court, to enquire for our Sovereign Lord the King of those Things which to the said Court do appertain, (though summoned so to do) but made Default

d.

xii.

A. B. of the Parish of, &c. for the like.

And so set down every Defaulter by Name, &c.

In all, &c.

Monday, &c.

L. L. of the Parish of, &c. Yeoman, for that he did not scour and cleanse 10 Rods of his Ditch in the Parish of, &c. adjoining to the Highway, between the Grounds of A. H. Gent. and C. D. Husbandman, within the Time limited by the Jury at the last Court.

s.

x.

B. W. of, &c. for that, &c. *ut supra*.

In all, &c.

G. A. and R. W. Constables of, &c. for that they did not appear at this Court, to do those Things which to their Office doth appertain.

s.

xx.

Et cetera prout.

In all, &c.

Sum Total, &c.

Note, The Steward usually keeps a Minute-Book, and a Contract or Register Book, for several Purposes relating to a Court-Lett, and Court-Baron.

The Ale-Taster's Oath.

YOU are to swear, That you will well and truly serve our Sovereign Lord the King, and the Lord of this Leet, in the Office of Ale-Taster or Affizer for this Liberty, for the Year to come; you shall truly and duly see from Time to Time, that all Bread to be sold, be duly weighed, and that the same do contain such Weight according to the Price of Wheat, as by the Statute in that Case is provided; and you are likewise to take Care that all Brewers do brew good and wholesome Beer and Ale, and that the same be not sold till essay'd by you, and at such Prices as it shall be limited by Justices of the Peace; and all Offences committed by Brewers, Bakers, and Tipplers, you shall present to this Court; and in every other Thing you shall well and truly behave your self in your said Office, during the aforesaid Year. *So help you God.*

The Assessor's Oath.

YOU shall truly swear, That you will well and truly tax, assess, and assess, the several Amercements here presented, wherein you shall spare no Man for Love, Favour, or Affection, nor encrease any Man's Fine for Malice; but upon every Man set the same according to the Quality or Quantity of his Offence and Faults. *So help you God.*

A Grant of the Stewardship of a Manor, &c.

TO all to whom these Presents shall come,
 J. T. of &c. sendeth Greeting, Know
 ye, That I the said J. T. for divers good
 Causes and Considerations me thereunto
 moving, Have (for me my Heirs and Assigns)
 given and granted, and by these Presents, do
 give and grant unto W. B. of the *Middle-Tem-
 ple London, Esq;* the Office of chief Steward,
 and the Place and Execution of the Steward-
 ship of my Manor (or Lordship) of B. in the
 County of M. and the holding and keeping
 of all Courts, Courts-Leet, Views of Frank-
 Pledge, and of all other Courts of what Na-
 ture or Kind soever the same be, to the said
 Manor (or Lordship) belonging or in any
 wise appertaining; To have, hold, execute
 and enjoy (either by himself in Person or by
 his sufficient Deputy or Deputies) the said Of-
 fice of chief Steward and the Place and Ex-
 ecution of the chief Stewardship, and the
 holding and keeping of all manner of Courts
 usually held or kept within the same Ma-
 nor (or Lordship) together with all manner
 of Fees, Wages, Rewards, Profits, Perqui-
 sites, Emoluments and Advantages to the said
 Office of chief Steward, or Stewardship, be-
 longing or appertaining, or at any Time
 heretofore accustomed or used to be paid,
 yeilded, rendred to, or received by any the
 chief Stewards of the said Manor (or Lord-
 ship) for the Time being, from henceforth for
 and during the natural Life of him the said
 W. B.

W. B. or for and during the good Will and Pleasure of me the said *J. T.* *In Witness, &c.*

Also a Clause upon Condition, &c. may be added before *In Witness, &c.*

And Note, by *Holt*, Chief Justice of *B. R.* The Steward of a Court-Leet ought to be a *Barrister at Law*.

A Deputation of an Under-stewardship.

TO all, &c. *W. B.* &c. sendeth Greeting;
Whereas *J. T.* for divers good Causes, &c. by his Writing under his Hand and Seal, bearing Date, &c. hath ordained, constituted and appointed me the said *W. B.* his chief Steward of his Lordship and Manors of *D.* and *S.* in the County of *E.* and of all Courts, Courts-Leet, views of Frank-Pledge, &c. within the Manors aforesaid: To Have, Hold, Occupy, and Exercise the Office aforesaid, by my self, or my sufficient Deputy or Deputies for the Term of my natural Life, with all Fees, Wages, Rewards, &c. to the same Office belonging, or heretofore due and accustomed, together with the yearly Fee of 5 *l.* for the Exercise and Performance of the said Office, as by the said Writing may more fully appear. Now, Know ye, That I the said *W. B.* have made, ordained, and by these Presents have constituted and appointed *R. S.* of &c. Esq; my Deputy or Under-steward of the said Manors or Lordships: To Have, Hold, Occupy, Use, Possess and Exercise the said Office of Deputy-steward of me the said *W. B.* for and during the Term of my natural Life, taking

Of Courts-Leet.

taking, receiving, and having yearly, during the said Term for exercising and occupying the said Office, all Fees, Wages, Rewards, &c. to the said Office belonging, or due, or payable, together with the said annual Rent or Fee of 5^s. granted unto me by the said J. T. as aforesaid, fully and wholly in as full, ample and beneficial a manner, as I now, or at any time heretofore have had, received or taken, or ought to have had, received or taken the same. *In Witness, &c.*

A Deputation or Warrant from the Lord of a Manor to his Game-Keeper.

TO all, &c. I W. B. of, &c. Esq; Lord of the Manor of, &c. have hereby nominated, constituted and appointed, T. T. &c. my lawful Game-keeper, of and for my said Manor of, &c. To look after, and to preserve the Game there; And I do allow him in my Name, to Hunt, Hawk, Fish and Fowl, within my said Manor, and the Demeasns thereof, and all other (proper) Places thereto belonging, from Time to Time, during my free Will and Pleasure, according to the several Acts of Parliament in that case made and provided. *In Witness, &c.*

See other Precedents of this Kind in the *Scrivener's Guide.* pag. 419, 420, &c.

Stewards
by Parol.

It seems to have been formerly a Question, whether a Steward of a Manor may be made by Parol without Writing, but all later Authorities agree he may be made by Word without any Writing: But I conceive a Difference ought to be taken, and that those
Authorities

Authorities are to be understood of such Manors as have only *Court-Barons* incident to them. For I do not see how the Steward of a Court-Leet, who is a Judge of a Court of Record, can lawfully be constituted without a Patent, or some Deed in Writing under Hand and Seal. *Ergo Quære.* And *vide.* 4 Co. 29, 30. 2 Cro. 126, 526. 1 Leon. 227. 2 Salk. 184. Cro. Eliz. 323.

Another Question has been, Whether the Stewardship of a Manor may be granted in Reversion. And Cases on this Point seem to have been adjudged both ways; as in the Case of *Stanton and Green.* *Dyer* 80. a Reversionary Grant of such an Office was adjudged good, and so are divers later Authorities; as *Dyer* 270. and 2 *Mod.* 173. *Jones* 126. But notwithstanding those Books, I think the like Difference ought to be made, *viz.* That of such Manors, which have only Courts-Baron incident, the Stewardship may be granted in Reversion, but not of such Manors as have Courts-Leet, &c. And this Distinction seems to be warranted by the Case of Sir *John Savage*, in *Dyer* 259. who granted the Stewardship of a Manor (with Courts-Leet, &c.) to *B. T.* for Life, with a yearly Fee for exercising the Office; and afterwards reciting the said Grant for Life, did grant the Reversion of the said Office to *R. W.* after the Death, &c. of the first Grantee, with a like Annuity or yearly Fee. *B. T.* the first Grantee dies, and then *R. W.* enters on the Office, and held Courts, &c. and afterwards distrein'd for Arrears of his said Annuity; and in Replevin avow'd the Taking, &c. And 'twas thereon adjudg'd

No Judicial Office grantable in Reversion. *Sed* —

adjudg'd that the Grant so made to R. W. in Reversion was void, because there can be no Reversion of the Office of Steward of (such) a Court; and that the Grant of the Annuity or Fee was also void, because it was an Executory Recompence for exercising an Office, the Grant whereof was void. And Note, it was a constant and certain Rule with our Ancestors, that no Judicial Office whatsoever should be granted in Reversion. *Sed*

Tempora mutantur & nos mutamur.

Steward's Deputy.

Other Questions have been touching the Steward's Power to make a Deputy, and if such Deputy might make a Deputy, and as to the former we have these Cases, *viz.*

1. The Case of the Earl of Rutland versus Spencer. 4 Leon. 243. where the Question was, Whether a Steward of a Manor could exercise the Office by Deputy, without Authority given him by the Patent so to do. And there a Distinction was made between an Office of Trust wherein one has an Inheritance, and where he has only an Interest for Life. That in the former Case he may make a Deputy, without any Authority for it in the Grant, because the Grantor put no particular Confidence in the Person of the Grantee; but in the latter Case he cannot make a Deputy, without Authority given him in the Grant, because the Grantor made Choice of him especially for his Skill, &c. and reposed a special Confidence in his Person, and certainly a Steward is an Office of Trust, and entrusted both by the Lord and Tenants.

2. The Earl of Shrewsbury's Case, 9 Co. 46 where 'twas resolved, that notwithstanding no such Power to make a Deputy was mentioned in the Grant; that yet the Steward might make a Deputy.

As to the Deputy's Power to make a Deputy, see the Case of *Parker versus Kett.* 1 Salk. 95. A Grant was of the Stewardship of a Manor, to exercise by *himself or Deputy*, &c. The Steward appointed C. D. to be his Deputy, who by Writing appointed T. S. to be his Deputy *pro hac vice*, to take a Surrender of a Copyhold of Inheritance from the Husband to the Use of the Wife for Life, Remainder to his Son *Ch.* in Tail; and if his said Son died without Issue, and not of full Age, then to the Use of the Wife and her Heirs. The Deputy's Deputy took the Surrender accordingly, and the Wife was admitted by the Lord, &c. and adjudged, That a Deputy might do any act which the Steward himself might or could do; and that this Power was essentially necessary to a Deputy: But that a Deputy could not make a Deputy; for the Steward's Power, &c. being vested in the Deputy (only) is not assignable over. Yet a Deputy may give Authority to another Person to do some particular Act, and what such Person doth in his own Name, by Virtue of such Authority, may be good. 'Tis true, if he had not been appointed by the Deputy to do some particular Act; in such Case, what he did in his own Name would be void, because he had no real Authority from the Deputy; and yet even in th ^{Deputy of a Deputy.} he would have been in

Falso. And what he doth as such would have been sufficient amongst the Tenants of the Copyhold Tenements, because, as they are not to examine his Authority, so he is under no Obligation to give them any Account by what Authority he acts.

THE
PRACTICE
OF
COURTS-BARON.

COURTS-BARON.

A Court-Baron consisteth of the Lord, Tenants, Steward, and Bailiff, within the Manor, and is sometimes called, *The Copyholder's Court*, especially when it is for Trial of Titles of their Lands, for taking and passing Estates, Surrenders, Admittances and Grants; and herein the Lord, or his Steward is Judge (as the Custom of the Place is); yet this Court is sometimes called, *The Freeholder's Court*, when the Actions and Proceedings are for Trial under 40s. and is something like a County-Court, and the Proceeding much the same, and was without Doubt granted to the Lord originally by the King; but now most are by Prescription, and are commonly held

Court-Baron defined.

Of Courts-Baron.

once in three Weeks, and may be as often as the Lord or Steward thinks fit, who is Supreme Judge in Law and Equity, and is obliged to register all Records of the Court, and other Proceedings between Lord and Tenant, and between Tenant and Tenant, and to be indifferent between them; and when such Court is to be kept, the Lord or Steward sends his Warrant at Six or more Days Notice, according to Custom, in Words to this Effect:

The Precept to the Bailiff, &c.

Maner' de S. **T**Hese are to will and require you to summon all Tenants of the said Manor, (whose Names are here under-written) and all other Persons that do owe Suit or Service to the said Court, personally to be and appear at the Court-Baron to be holden for the Manor aforesaid at the Place accustomed upon the, &c. Day at &c. then and there to do and perform these several Suits and Services according to the Custom of the said Manor; and have you there the Names of such Persons as you have so summoned, and this Precept. *Given under my Hand and Seal, this, &c.*

A. B. Steward.

The Court being met according to the Precept, the first Thing the Steward ought to do, is to enter the Style of the Court.

The

The Style of the Court.

Maner' de S. W. } **C**uria Baronis W. S.
cum Membris. } **C**apitis Domini Ma-
nerii predicti ibidem tenet' decimo quarto
die Junii, Anno Regni, &c. Annoq; Do-
mini, &c. coram W. B. Sen' Senescallo
ibidem.

Then let the Steward order Proclamation
thus :

Off &c. All manner of Persons that owe
Suit and Service to this Court-Baron,
here this Day to be holden and kept for
the Manor of S. W. (or were summoned to
appear here this Day,) draw near and give
your Attendance, and answer every Man to
his Name as he shall be called, and save your
Amercements.

Whilst this is doing, let the Steward write
the Style on a Sheet of Paper, which he is
afterwards to enter into a Book with all the
Presentments, Amercements, Admittances,
Surrenders, &c. which shall occur at any
Court he keeps, that he may have Recourse
to his said Book, to make up his Court-Rolls
in Parchment, and to make out Copies of
any Thing contained in such Court-Rolls,
that the Tenant shall (at any Time) have Oc-
casion to make use of.

Then order the Cryer to make a second
Ope.

Of Courts-Baron.

once in three Weeks, and may be as often as the Lord or Steward thinks fit, who is Supreme Judge in Law and Equity, and is obliged to register all Records of the Court, and other Proceedings between Lord and Tenant, and between Tenant and Tenant, and to be indifferent between them; and when such Court is to be kept, the Lord or Steward sends his Warrant at Six or more Days Notice, according to Custom, in Words to this Effect:

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A. B. Steward.

The Court being met according to the Precept, the first Thing the Steward ought to do, is to enter the Style of the Court.

The

Course is so, the Plaintiff is to declare, and the Defendant to answer, as the Case is, and the Matter put to issue, and so determined either by the Jury, or as the Custom of the Court will warrant it; as by examining Witnesses upon Oath; in which the Judges are to be guided by their Consciences; and after Judgment, the Debt or Damage so recovered is to be levied of the Party's Goods, which may be sold to make good the same (of all which Proceeding there are few Practisers ignorant): But to be satisfied, see more in Dalton's Office of Sheriffs of the County-Courts.

The Effoins entred, and Plaints determined, he must then impanel the Inquest of Homage (or Jury) and swear them; the Oath he is to administer to them being as followeth, *viz.*

The Oath.

YOU shall inquire, and true Presentment make, of all such Things as shall be given you in Charge, your Companions Counsel and your own you shall keep, and you shall present the Truth, the whole Truth, and nothing but the Truth. *So help you God.*

Then swear the rest of the Homage by Four at a Time, thus:

THE same Oath that *E. D.* your Foreman hath taken on his Part, you and every one of you shall keep on your Parts. *So help you God.*

And

Of Courts-Baron.

Then give Orders to call the Suitors by Proclamation.

Open. A. B. come into Court, and do your Suit and Service, or else you will be amerced.

N. B. The Bailiff will by the Rent-Roll give you a Catalogue of their Names.

Then the Steward shall say ——— If any Person will be effoin'd, or enter his Complaint, let him come into Court, and he shall be heard.

And if any appear, enter the the Effoins and Complaints on Paper thus:

Plaint.

ff. A. B. Queritur de C. D. de placito debiti (vel) transgr' (vel) de placito Captionis & injuste detentionis Averiorum, &c.

Effoins.

ff. J. D. Esson. de Sect' Cur. per A. B.

The Proceedings in this Court are much the same as in the County-Court, as thus:

The Defendant is called in by Process of Summons, and Attachment, and Distress; where the Course

Course is so, the Plaintiff is to declare, and the Defendant to answer, as the Case is, and the Matter put to issue, and so determined either by the Jury, or as the Custom of the Court will warrant it; as by examining Witnesses upon Oath; in which the Judges are to be guided by their Consciences; and after Judgment, the Debt or Damage so recovered is to be levied of the Party's Goods, which may be sold to make good the same (of all which Proceeding there are few Practisers ignorant): But to be satisfied, see more in Dalton's Office of Sheriffs of the County-Courts.

The Effoins entred, and Plaints determined, he must then impanel the Inquest of Homage (or Jury) and swear them; the Oath he is to administer to them being as followeth, *viz.*

The Oath.

YOU shall inquire, and true Presentment make, of all such Things as shall be given you in Charge, your Companions Counsel and your own you shall keep, and you shall present the Truth, the whole Truth, and nothing but the Truth. *So help you God.*

Then swear the rest of the Homage by Four at a Time, thus:

THE same Oath that *E. D.* your Foreman hath taken on his Part, you and every one of you shall keep on your Parts. *So help you God.*

And

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And when the Inquest are sworn and impannell'd, make another Oyes.

Oyes: You good Men that are impannell'd, draw near, and you and all others that be present, keep Silence during the Time the Charge is given.

The Charge in a Court-Baron.

Gentlemen of the Jury,

First, You shall enquire of all Persons that do owe Suit to this Court, and do make Default; and you ought to present their Names.

And you ought to observe, That all such Persons as hold of the Lord by Suit of Court, (in which Place soever they do dwell, and of whatsoever Age they be) ought to make Suit at this Court, or otherwise to be amerced.

Death of a Tenant.

Likewise you ought to enquire, If any Tenant be dead since the last Court, or before, and his Death not presented.

It is your Business to enquire, What Lands he held of this Manor, and how they were holden; and what Advantage the Lord shall have by his Death, as Relief, Escheat, or other Profits; and who is his next Heir, and of what Age.

Services withdrawn.

Also you shall inform the Court, Whether any Rent, Custom or Service, be withdrawn, and what Custom or Service it is, and in what Bailiff's Time it was withdrawn, and where the Land is, that the Lord may distrain for the Arrears; and how much the Rent is, and for how many Years it hath been withdrawn.

Lands concealed.

In like Manner you shall enquire, Whether any Lands belonging to the Lord be concealed or occupied by any Person or Persons without the Lord's Licence, and by whom; and how much Land hath been so occupied, and of what yearly Value the same is.

Escheat.

Also you shall enquire, what Tenants of the Lord are dead without Heir general or special; for in such Case the Lord shall have their Lands by Escheat.

2. Whether any Tenant, seised in Fee, be attainted of Felony by Verdict or otherwise; for in such Case, the King shall have the Year, Day, and Waste; and after that the Lord shall have the Lands by Escheat.

3. You ought to enquire, Whether any Bastard hath purchased any Lands within this Manor, and hath died without Issue of his Body;

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Body ; for, in such Case likewise, the Lord shall have his Lands by Escheat.

Common.

Likewise you shall inform the Court, Whether any Person, that hath not Common *sans* Number, doth surcharge the Common, &c.

2. If any Person that hath Common appendant, and not appurtenant, puts in Beasts not Commonable, as Hogs or Goats; also Geese ought not to be put into the Commons.

3. Whether any Person do dig up the Common (except for Gravel for the Highway) and fills it not up again.

Mortmain.

Also you shall enquire, whether any Tenant of this Manor hath aliened his Lands in Mortmain; *viz.* To a Bishop, Parson, Vicar, or Corporation, that go in Succession, that is to say, to them and their Successors, without Licence of the King and the Lord of the Manor; for this is enquirable, to the Intent that the Lord may make his Claim within a Year, according to the Statute.

2. Whether any such Tenant hath made any Feoffment to any Corporation, Guild, or Fraternity; or hath exchang'd any Lands with them.

Who

Who is Tenant.

In like manner you shall enquire, Whether any Tenant by Charter (*i. e.* Freeholder) hath alien'd his Land, and not given Notice thereof to the Lord; and the Alienee hath not done Fealty to the Lord, nor Suit of Court, that the Lord may know who is his Tenant; for this is presentable, to the Intent that the Lord may know upon whom to make Avowry, and of whom to have his Services and Escheats.

Waste.

Also you shall enquire, Whether any Termor for Years, or for Life of any Part of the Demesnes of the Manor, hath done Waste in any House, Lands, Woods, or Gardens, that you may present them. Or,

2. Whether any Person holds two Tenements, and hath committed Waste in one of them; or if he hath taken Trees from one of them for the Use of the other; for this is Waste.

Trespass.

Whether any Person hath trespassed in the Demesnes of the Lord; as in his Corn, Grass, Meadows, Pastures, Woods, Hedges, Waters, &c.

2. Whether any Person hath fished in his Rivers, Waters, &c.

3

3. Whe-

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Copyholder letting Lease of his Lands, contrary to the Custom of the Manor.

Likewise you shall enquire, Whether any Copyholder hath at any Time demised, or let by Lease, all or any of his Messuages, Cottages, Lands, Tenements, or Hereditaments, which are Customary, and holden of this Manor by Copy of Court-Roll, for any longer Time than a Year and a Day, contrary to the Custom of the said Manor, without special Licence obtained by him from the Lord, for doing the same ; for that is a Forfeiture of his Estate to the Lord.

Alienation of a Copyhold Estate by Deed, at Common Law.

Moreover you are to enquire, Whether any Copyholder, or Tenant of any Customary Messuages, Cottages, Lands or Tenements, holden of this Manor by Copy of Court-Roll, *Hath* at any Time, contrary to the Custom of the said Manor, aliened his said customary Lands and Tenements, or any Part or Parcel thereof, unto any Person or Persons whatsoever, by Deed (at Common Law) of Lease and Release, Bargain and Sale enrolled, Feoffment with Livery of Seisin thereupon, or otherwise, without Surrender, according to the Custom of the Manor ; for this is also a Forfeiture of his Copyhold
Est

Estate to the Lord of the Manor, and enquirable here.

Exchange of Copyhold Land, for Land holden by Deed at Common Law.

Likewise you shall enquire, Whether any Copyholder, or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor by Copy of Court-Roll, *Hath* at any Time, contrary to the Custom of the said Manor, exchanged, or made Transmutation of the Possession of such his Copyhold, or customary Lands and Tenements, or any Part or Parcel thereof, unto any Person or Persons whatsoever ; for Lands or Tenements holden by Deed at Common Law, or *econtra*, whereby the Lord may have Disadvantage in amending the one, and impairing the other ; for this is inquirable here.

Cutting down Timber-Trees, without Licence from the Lord.

Also you shall enquire, Whether any Copyholder or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor by Copy of Court-Roll, *Hath* at any Time, contrary to the Custom of the said Manor, cut down any Tree which is Timber, without Licence obtained by him from the Lord of the Manor for so doing ; for this is also a Forfeiture of his Copyhold Estate to the Lord of the Manor, and enquirable here.

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once in three Weeks, and may be as often as the Lord or Steward thinks fit, who is Supreme Judge in Law and Equity, and is obliged to register all Records of the Court, and other Proceedings between Lord and Tenant, and between Tenant and Tenant, and to be indifferent between them; and when such Court is to be kept, the Lord or Steward sends his Warrant at Six or more Days Notice, according to Custom, in Words to this Effect:

The Precept to the Bailiff, &c.

Maner' de S. **T**Hese are to will and require you to summon all Tenants of the said Manor, (whose Names are here under-written) and all other Persons that do owe Suit or Service to the said Court, personally to be and appear at the Court-Baron to be holden for the Manor aforesaid at the Place accustomed upon the, &c. Day at &c. then and there to do and perform these several Suits and Services according to the Custom of the said Manor; and have you there the Names of such Persons as you have so summoned, and this Precept. *Given under my Hand and Seal this, &c.*

A. B. Steward.

The Court being met according to the Precept, the first Thing the Steward ought to do, is to enter the Style of the Court.

The

Who died seised since last Court, and who is next Heir.

Likewise you shall enquire, Whether any Copyholder, or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor, by Copy of Court-Roll, according to the Custom of the said Manor, *Hath*, at any Time since the last Court, *died* so seised thereof, and of what Estate he died so seised, and who is his next Heir, and of what Age ; that the Lord may have his Fine, Rent, and other Services secured to him, and the Heir be admitted Tenant.

Who surrendered his Copyhold since last Court, and to whom.

Moreover you are to enquire, Whether any Copyholder, or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor, by Copy of Court-Roll, according to the Custom of the said Manor, *Hath*, at any Time since the last Court, surrendered any Copyhold Estate into the Hands of the Lord's Bailiff, or into the Hands of any of the Copyholders, or Customary Tenants of the said Manor, to the Use of any Person : For upon every such Surrender the Lord ought to have a Fine, and the Parties, in whose Hands the Surrender was made, ought to come to the next Court, and present the



Lopping and Topping Timber-Trees at unseasonable Times.

In like Manner you shall enquire, Whether any Copyholder or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor by Copy of Court-Roll, *Hath* at any Time, contrary to the Custom of the said Manor, lopped or topped any Timber-Trees, or other Trees belonging to his Copyhold, at unseasonable Times, whereby the said Trees may decay and die; for this is also a Forfeiture of his Copyhold Estate, and enquirable here.

Suffering Houses to decay, and fall down, for Want of Repairs.

Also you shall enquire, Whether any Copyholder or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor by Copy of Court-Roll, *Hath* at any Time, contrary to the Custom of the said Manor, permitted or suffered any Copyhold or Customary Messuage or Tenement, Cottage, Barn, Stable, Brew-house, Malt-house, or other Edifice or Building, to decay or fall down, or shall not repair the same, but suffer them, any, or either of them to be uncovered, by which Waste is committed; this is likewise a Forfeiture of his Copyhold Estate, and enquirable here.

Who

Who died seised since last Court, and who is next Heir.

Likewise you shall enquire, Whether any Copyholder, or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor, by Copy of Court-Roll, according to the Custom of the said Manor, *Hath*, at any Time since the last Court, *died* so seised thereof, and of what Estate he died so seised, and who is his next Heir, and of what Age ; that the Lord may have his Fine, Rent, and other Services secured to him, and the Heir be admitted Tenant.

Who surrendered his Copyhold since last Court, and to whom.

Moreover you are to enquire, Whether any Copyholder, or Tenant of any Customary Lands, Tenements, or Hereditaments, holden of this Manor, by Copy of Court-Roll, according to the Custom of the said Manor, *Hath*, at any Time since the last Court, surrendered any Copyhold Estate into the Hands of the Lord's Bailiff, or into the Hands of any of the Copyholders, or Customary Tenants of the said Manor, to the Use of any Person : For upon every such Surrender the Lord ought to have a Fine, and the Parties, in whose Hands the Surrender was made, ought to come to the next Court, and present the

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same Surrender so taken, and put the same into the Hands of the Lord, to the Use of the Alience, that is to say, to the Use of him to whom the Surrender was made ; or otherwise, such Person that took such Surrender forfeits his Copyhold, for not bringing in the same, and done what in him lies to make the Lord lose his Fine, as also to disinherite him to whose Use the Surrender was made.

Corollary.

Lastly, You shall enquire, If all the Defaults and Complaints that were presented at the last Court, were sufficiently redressed, or not ; and if all the Laws and Orders you formerly made, are observed and kept : And you shall also enquire of all other Things which you shall think convenient to be enquired into.

And so you may go together, and enquire of your Charge, &c.

Another Form of Charge.

Preamble.

Gentlemen of the Jury,

THE Lord of this Manor has thought fit to appoint me his Steward to keep this Court here ; whereby (though I am at present a Stranger to you, and to the Customs of

of this Manor) it now lies upon me to acquaint you with what is your Duty ; wherein, if I shall in any Particular misinform you, whom I am very well satisfied have a perfect Knowledge of your Business in this Place, and what is here enquirable into and presentable, I must desire you to remember, That it is impossible for me to understand all the particular Customs of this Manor, without some longer Acquaintance with it.

Charge.

The Charge I shall give you shall be short, consisting only of the Heads of those Things which are generally enquired into, and presented in most of the Courts-Baron of this Realm, and, as I am informed, in this Court-Baron.

Suit.

First, You are to enquire of all Persons that owe Suit to this Court, and make Default, and you ought to present their Names ; for all such Persons as hold of the Lord by Suit of Court, wheresoever they live, or of what Age soever they be, should attend here, or be amerced.

You are to enquire of all Manner of Alienations, whether the same be by Death or by Surrender.

Incroachment.

Also, if any Incroachment be made upon the Lord's Land, or upon the Waste or Common, without Licence of the Lord.

Trespass.

Also, if any Trespass is made upon the Demesnes of the Lord; or if any Tenant take away his Hawks, Wood, Fish, Fowl, and the like; or Hawk or Hunt in his Manor without his Leave.

Who is Tenant.

Also, if any Tenant have aliened their Lands without Notice to the Lord, and when, what, and to whom, and what is due to the Lord thereby by the Custom; for the Lord must know who is his Tenant, that he may know of whom to expect his Service.

Also, if any Tenant have committed any Forfeiture. Freeholders may forfeit by committing Felony; in which Case, after the King hath his Year and a Day, the Lord is to have his Land. Also, if a Freeholder aliens his Land in Mortmain, that is to Bishop, Parson, Vicar, or Corporation, where there is a Succession, *viz.* to them and their Successors, without Licence of the King and the Lord; this is likewise a Forfeiture.

As

Death of Tenants.

If any of the Tenants is dead since the last Court, or before, and his Death is not presented, you ought to enquire what Lands he held of this Manor, and how the same were holden, and what Advantage the Lord has by his Death by Relief, Escheat, or otherwise, and who is the next Heir, and of what Age he is.

Surrenders.

If any Copyholder of this Manor, since the last Court, hath surrendered any of his Copyhold Lands, holden of this Manor, to the Use of any other Person, by the Hands of other Copyhold Tenants; every such Surrender, whether absolute or conditional, must be presented at the Court, otherwise they who have taken such Surrender, forfeit their own Copyhold.

Lands and Services concealed.

Also, if any of the Lord's Lands, Customs, Rents, Services, Franchises, Royalties, or Evidences, be concealed or with-held from him without his Consent, by whom, and what it is, and how long it hath been with-held.

Incroachment.

Incroachment.

Also, if any Incroachment be made upon the Lord's Land, or upon the Waste or Common, without Licence of the Lord.

Trespass.

Also, if any Trespass is made upon the Demesnes of the Lord; or if any Tenant take away his Hawks, Wood, Fish, Fowl, and the like; or Hawk or Hunt in his Manor without his Leave.

Who is Tenant.

Also, if any Tenant have aliened their Lands without Notice to the Lord, and when, what, and to whom, and what is due to the Lord thereby by the Custom; for the Lord must know who is his Tenant, that he may know of whom to expect his Service.

Also, if any Tenant have committed any Forfeiture. Freeholders may forfeit by committing Felony; in which Case, after the King hath his Year and a Day, the Lord is to have his Land. Also, if a Freeholder aliens his Land in Mortmain, that is to Bishop, Parson, Vicar, or Corporation, where there is a Succession, *viz.* to them and their Successors, without Licence of the King and the Lord; this is likewise a Forfeiture.

As

As to the Copyhold Tenants, they may forfeit by committing Felony, doing Waste, letting Houses fall, or be very ruinous by Want of Repair; or if a Person have two Copyholds, and impairs one to amend the other, by cutting down or marring Timber, contrary to the Custom, by passing or letting their Land by Charter or Deed; for it must be by Surrender, by letting for longer than a Year and Day without Licence, according to Custom: By not paying his Rent, or performing his Services, as Suit of Court, and the like; especially if he deny and refuse it: If any Rescous or Pound-breach be made of a Distress taken by the Lord, or his Bailiff, within the Manor, for any Rent or Service due to the Lord; if any remove ancient Bounds between Lord and Tenant, or one Lord or another, or between Tenant and Tenant, and many other Ways, he may forfeit his Copyhold.

Common.

Next, I shall put you in Mind of some Things you are to enquire into, which concern the Benefits of the Tenants; namely, You are to enquire if any take Common that hath no Right to it, or having Common keep more than his Number, or the Quantity of his Land, or chase and recharge between two Farms in two Parishes, or put in Cattle not Commonable; or inclose, dig, build upon, or otherwise abuse and oppress the Common, without Licence of the Lord, or any Ten-

Tenant inclose the Land which ought to be in Common.

Conclusion.

(As to the Court-Leet, now held):

Lastly, You are to enquire of all other Things (though not mentioned by me) which you know in your Consciences to appertain to your Charge, and that ought to be enquired into. This, Gentlemen, is all I shall at present say; so you may depart, and consider of your Charge, and perform your Duty according to the Oath you have taken.

Tenant's Death.

If any Tenant's Death be presented, and the Heir comes not in, then the Crier is to make Proclamation, and say, If any one can make any Title or Claim to the Copyhold Lands and Tenements holden of this Manor, of which *A. B.* died seised, Let them come in, and they shall be received, or else the same will be seised in the Hands of the Lord of the Manor for Want of a Tenant. This is the 1st, (2^d or 3^d) Proclamation.

Surrenderer.

✶ After Three Courts you may seise.

So likewise, if the Surrenderor comes not in, then you are to make Proclamation, and say,

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say, *A. B.* come into Court, and be admitted to the Copyhold Land and Tenements, holden of this Manor, which were surrendered to the Use of you and your Heirs, (or as the Surrender is) or else the same will be seised in the Hands of the Lord, &c.

Admittance.

If any come to be admitted, you are to examine what Claim they pretend ; whether Heir at Law, Devisee, Purchaser, or otherwise, and draw short Minutes of the same for your Memory, to draw it afterwards up in Form ; and upon your Admittance you are to repeat how the Title stands. As for Example : If one that is Heir come to be admitted, you take hold of one End of a Rod, and he that is to be admitted on the other End ; and you must say, Whereas at this Court (or before) the Homage presented, That *A. B.* Copyhold Tenant of this Manor, before this Court, died seised of certain Copyhold Lands and Tenements, holden of this Manor, and that you *C. D.* are his eldest Son and Heir, (or only Son and Heir, or Brother and Heir) as the same is. Whereupon you come into Court, and crave to be admitted Tenant to the Premises.

The Steward's Admission of a Tenant.

The Lord of this Manor, by me his Steward, doth hereby deliver you Seisin by the
Rod,

Rod, and admit you Tenant to the Premisses (that is to say) to one Messuage, &c. and this is to hold to you and your Heirs at the Will of the Lord, by the Rents, Customs, and Services therefore due and accustomed; you paying your Fine, and performing your Suits and Services.

The Oath of Fealty.

Then you swear him to Fealty thus: You *A. B.* do swear that you will be faithful, and Fealty bear to the Lord of this Manor, for the Lands and Tenements that you claim to hold of him; and that you will from Time to Time pay, perform, and do the Rents, Customs, and Services therefore due and accustomed, and at the Times assigned. *So help you God.*

✦ Fines upon a Discent (unless certain, as in some Manors) are a Year and Half's Value of the Land; but upon a Purchase, commonly two Year's Rent.

✦ Before Admission, every one admitted must pay the Arrears of Rent, or else the same is lost.

There are likewise Freeholders as well as Copyholders, and they for such Freehold Lands must make a Recognition to this Effect:

Acknow-

When all Business is done :

Oyes ; (and let the Crier repeat after you, viz.) All Manner of Persons that have any Thing more to do at the Court here this Day holden and kept, let them come in, and they shall be received ; otherwise they may depart this Time, and give their Attendance upon a New Summons.

The Method of making up a Rental of a Manor.

A Rental of the Manor of S—— for one Year, ended at the Feast of St. *Michael* the Archangel, in the Year of our Lord, &c. as followeth, viz.

J. R. Gent.	For two Messuages or Tenements,	} s. d.	xiii. iv.
	and fifty Acres of Land, Mea-		
	dow and Pasture, lying in B.		

T. K. Gent.	For one Messuage or Tenement,	} ii.	vi.
	and certain Lands in, &c. —		

So set down as many as be in this Form.

In all, &c.

Prece.

Precedents of some Deeds, &c. relating to Copyholds.

A Surrender of a Copyhold taken by the Steward out of the Manor, in the Presence of two Customary Tenants.

Maner' de } Memorand', That on the —
Long S—. } M Day of, &c. at M. in the
County of, &c. W. B. (who claims to hold
for Term of his Life, by Copy of Court-
Roll, of the Manor aforesaid, bearing Date,
&c. (amongst other Things) one Close of
Pasture, called B. containing, &c. and one
Close of, &c. with the Appurtenances within
the said Manor of Long S—, came before
me T. G. Steward of the said Manor, and in
the Presence of A. D. and J. C. two of the
Customary Tenants of the same Manor, did
surrender and yield up, into the Hands of
the Lord of the said Manor, the said several
Closes of Pasture and Arable Land, &c.
with the Appurtenances, and all his Estate,
Right, Title, Interest, Possession (and if more
than one Life) Reversion, Claim, and Demand
whatsoever, of, in, and to the same
Closes of Pasture, &c. and of, in, and to
every Part and Parcel thereof, to the End
that the Lord of the said Manor might do
therewith his Will.

W. B.

Capi' & cognit' Die & Anno
prins supradict' cora' me { A. D. }
T. G. Senechal' ibid. in { J. C. } Tenentes.
presentia nostra,

F

Note,

Note, This is to be read to the two Tenants, after the Tenant *W. B.* hath surrendred (he saying after the Steward, the usual Words in a common Surrender) and then the two Customary Tenants are to set their Hands as Witnesses thereto (*ut antea*) and present the same at the next Court.

A Surrender of a Copyhold held by one Life, into the Hands of the Lord of the Manor, in Consideration of an Annuity for Life, by Way of Assignment.

To all to whom these Presents shall come,
M. B. of, &c. sendeth Greeting:

WHereas the said *M. B.* by Virtue of a Copy of Court-Roll, of the Manor of, &c. bearing Date, &c. signed by, &c. then Lord of the said Manor, is and stands lawfully possessed of, and interested in one Tenement, &c. being Part of the Manor aforesaid, for the Term of her Life, according to the Custom of the said Manor, as by the said Copy of Court-Roll may more at large appear. Now these Presents witness, That the said *M. B.* for and in Consideration of the annual Sum of, &c. of lawful Mony, &c. secured to be paid to her, during her natural Life, by *R. G.* Esq; the present Lord of the said Manor of, &c. hath assigned, transferred and set over, and by these Presents doth assign, &c. unto the said *R. G.* the before recited
Tene-

Tenement, &c. with the Appurtenances, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of her the said *M. B.* of, in, and to the same, by Virtue of the said Copy of Court-Roll, or the Custom of the said Manor, or otherwise howsoever; together also with the said Copy; and to the Intent that the said *R. G.* may become as lawfully and as absolutely Possessed of the said Tenement, Lands, Premises, and Appurtenances, as of any other Part or Parcel of the said Manor, now in his Hands, she the said *M. B.* doth hereby Covenant and Promise to and with the said *R. G.* his Heirs and Assigns, That the said *M. B.* shall and will, at the next Court-Baron to be held for the said Manor of ———, or at any other Time or Times, upon the Request and at the Costs and Charges of the said *R. G.* or his Heirs or Assigns, surrender into his or their Hands, or into the Hands of the Steward of the said Manor, or otherwise, according to the Custom of the said Manor, to the Use of the said *R. G.* his Heirs and Assigns, the aforesaid Tenement, Premises, and Appurtenances, and all and singular the Lands, Meadows, Pastures, Feeding, Common, Ways, Paths, Passages, Easements, &c. to the same, belonging or appertaining; and all her Right, Title, Interest, Claim, and Demand whatsoever, of, in, and to the same; and that she the said *M. B.* shall and will from Time to Time, and at all Times hereafter, during the Term of her Life, at the reasonable Request, Costs and Charges in the Law, of the said *R. G.* his Heirs or Assigns, make and
F 2 do

do all and every such further and other lawful and reasonable Acts and Things, for the further, better, and more perfect Assuring and Conveying of the said Tenement, Lands, Premises and Appurtenances to the Use of the said R. G. his Heirs and Assigns, as by him or them, or his or their Counsel learned in the Law, shall be reasonably devised or advised, and required. *And further*, That at the Time of such Surrender, or other Assurance, &c. to be so made of the said Tenement, &c. the same shall be free and clear, and freely and clearly acquitted and discharged, of and from all former Surrenders, Forfeitures, and other Incumbrances whatsoever, had, made, done, or wittingly suffered by her the said M. B. or by any other Person or Persons lawfully claiming, by, from or under her. *In Witness, &c.*

Note ; A Bond from the said R. G. to M. B. or her Trustee, for Payment of the said Annuity at two Payments in the Year, the first to begin at, &c. reciting at large the said Surrender in the Beginning of the Condition.

A Surrender of a Copyhold held by a Widowhood, and one Life out of Court, in order to take a new Estate therein by Lease:

TO all to whom, &c. A. P. Widow of J. P. late of, &c. deceased, and S. B. the Wife of J. B. of the same Place Gent. and the said J. B. Husband of the said S. B. send Greeting: *Whereas* by Copy of Court-Roll of the Manor of, &c. aforesaid, bearing Date, &c. a Grant was made by, &c. unto T. P. of &c. aforesaid

aforesaid, of a Messuage, or Tenement, &c. situate, lying and being in, &c. And then late in the Tenure of, &c. to hold for the Term of the Lives of the said T. P. and J. P. and S. P. Son and Daughter of the said T. P. and the Life of the longest Liver of them successively, at the Will of the Lord according to the Custom of the said Manor, by and under the yearly Rent of &c. and one Heriot on the Death of each of them, when it should happen, being the best Beast, or Goods then on the Premises, or in Lieu thereof, the Sum of, &c. in Money, at the Election of the Lord of the said Manor; And by and under all other Rents, Suits, Customs and Services therefore due, and of Right accustomed, as by the said Copy of Court-Roll may more at large appear. And whereas the said T. P. and J. P. are since deceased, whereby the said A. P. is possessed of the Premises aforesaid, for the Term of her Widowhood, according to the Custom of the said Manor of, &c. And whereas the said S. P. is since married to the said J. B. Now these Presents *Witness*, That the said A. P. by and with the Consent, and at the Direction and Appointment of the said S. B. and J. B. Testified by their being made Parties to, and Signing and Sealing of these Presents; And also the said S. B. and J. B. for divers good Causes and Considerations them thereto moving, and to the Intent and Purpose, that a new Estate of and in the Premises, may be granted to the said A. P. they the said A. P. S. B. and J. B. have surrendered and yielded up, and by these Presents do, &c. unto W. K. the

Note; A Consideration of 5 s. or other Sum to S. B. and J. B. seems necessary.

Of Courts-Baron.

Elder of, &c. Esq; and *W. K.* the Younger, Esq; Eldest Son, and Heir Apparent of the said *W. K.* the Elder, and Lord of the said Manor of, &c. as well the said recited Copy of Court-Roll, and all and singular the Messuage, Tenement, Lands and Premises aforesaid, with the Appurtenances therein, or thereby granted; as also all the Estate, Right, Title, Interest, Possession, Reversion, Property, Claim and Demand whatsoever, of them the said *A. P.* and *S. B.* and *J. B.* and of either or any of them, of, in and to the same, or of, in or to any Part or Parcel thereof; and the said *A. P.* *S. B.* and *J. B.* do hereby Covenant for themselves and every of them, and their respective Executors, &c. That they the said *A. P.* or either of them, have not done any other Act to charge or incumber the Premises, &c. And also, That they, and every of them, shall and will from Time to Time, and at all Times hereafter, during their respective Lives, at the reasonable Request and Costs and Charges in the Law, of the said *W. K.* the Elder, and *W. K.* the Younger, or either of them, their, or either of their Heirs or Assigns, make, do and suffer, or cause, or procure to be made, done or suffered, all and every such further, and other lawful and reasonable Acts and Things for the further, better, and more perfect surrendring, assigning or conveying of the said Messuage or Tenement, Lands and Premises, to the Use of the said *W. K.* the Elder, and *W. K.* the Younger, their Heirs and Assigns, as by their, or either of their Counsel learned in the Law, shall be reasonably devised, or advised and required. *In Witness, &c.* A

A Release of a Copyhold Estate.

TO all, &c. *W. B.* of, &c. and *T. B.* of, &c. and Brother of the said *W. B.* send Greeting. *Whereas* the said *W. B.* is, or was seized for and during the Term of his natural Life, according to the Custom of the Manor of, &c. of and in one Copyhold Messuage or Tenement, with the Appurtenances in, &c. aforesaid, being Parcel of the said Manor late in the Tenure or Occupation of, &c. deceased, and of and in several Parcels of Land, Meadow and Pasture to the same belonging, or reputed Part thereof: And *whereas* the said *T. B.* hath a Copyhold Estate for the Term of his Life, in the said Messuage or Tenement and Premises in Reversion, after the Death of the said *W. B.* as by the Court-Rolls of the said Manor may more fully appear. Now, Know ye, That the said *W. B.* and *T. B.* for, and in Pursuance of an Agreement heretofore made and concluded, by and between the said *W. B.* and *E. F.* Lord of the said Manor of, &c. of and for the said Copyhold Estate; and for, and in Consideration of the Sum of, &c. of lawful Money, &c. by him the said *E. F.* in Hand paid to the said *W. B.* and *T. B.* or one of them, before Sealing and Delivery hereof, the Receipt whereof they do hereby severally acknowledge, and for other good Causes and Considerations them thereunto moving, have *Granted, yeilded up, surrendered, remised, released, and quit-claimed,* and by these Presents do, and either of the doth Grant, Yeild up, &c.

unto the said E. F. his Heirs and Assigns forever, their said several and respective Copyhold Estates in the said Messuage, Lands and Premises, and in every Part and Parcel thereof; and all their, and either of their Estate, as well Freehold as Copyhold, Right, Title, Interest, Possession, Claim and Demand whatsoever, either in Law or Equity, or according to the Custom of the said Manor, or otherwise howsoever. And the said W. B. and T. B. do hereby for themselves, their Heirs, Executors, and Administrators, Covenant and Grant to and with the said E. F. his Heirs, Executors and Administrators, by these Presents, That they the said W. B. and T. B. and each of them, and their respective Executors, &c. shall and will from Time to Time, and at all Times hereafter, upon the Request, and at the Costs and Charges in the Law of the said E. F. do and perfect, or cause to be done and perfected, all such lawful and reasonable Acts and Things in the Law, for the Surrendring, Barring and Extinguishing of their, or either of their Right, Title, Interest, Estate, as well Freehold, as Customary or Copyhold; and all their, or either of their Claim or Demand whatsoever, of, in or to the said Messuage or Tenement and Premises, or any of them, as by him the said E. F. or by his Heirs or Assigns, or his, or their Counsel learned in the Law, shall be reasonably advised or required. *In Witness, &c.*

I would not willingly fill this Treatise with needless Repetitions; but for the sake of such Persons as shall have Occasion, I have here
 inserted

Inserted a Table of such other Precedents as may be useful, and may be found in our Books of Precedents, viz.

Grants of Stewardships.

A Grant of the Stewardship of a Manor during Pleasure. *Book of Instruments*, p. 148.
Vide ante in Courts-Leet.

Idem, *Ars Clericalis*, Part I. p. 189.

A Grant of the Stewardship of a Court during Life. *Book of Instruments*, p. 218.

Idem, *Compleat Conveyancer*, p. 145.

Letters of Attorney. Vide post.

A Letter of an Attorney for an Under-Tenant to appear at the Manor-Court, and there to do Suit and Service to the Lord of the Manor. *Book of Instruments*, p. 61.

A Letter of Attorney to appear at a Court, and take Admittance unto Lands surrendered. *Book of Instruments*, p. 62, 69.

A Letter of Attorney to surrender and sell Copyhold Lands. *Book of Instruments*, p. 69.

A Letter of Attorney to appoint a Steward and Bailiff of a Manor, and to keep Courts. *Scrivener's Guide*, p. 73.

A Letter of Attorney to surrender Lands to the Use of a Will. *Scrivener's Guide*, p. 70.

A Letter of Attorney to take Admittance of Copyhold Lands, and After Admittance to surrender. *Scrivener's Guide*, p. 89.

Surrenders.

Surrenders.

A Covenant to surrender Copyhold Lands.
Modern Conveyances, p. 137.

A Surrender of Copyhold Lands, conditional by the Hands of Two Customary Tenants out of Court. *Ars Clericalis*, Part II. p. 603.

A Surrender of Copyhold Lands made into Tenants Hands. *Ars Clericalis*, Part II. p. 604.

A Surrender of Copyhold Lands made in Court before the Steward, and the Examination of the Wife. *Ars Clericalis*, Part II. p. 605.

A Surrender of Copyhold Lands by Way of Mortgage for Payment of Money. *Ars Clericalis*, Part II. p. 606.

Surrender of Copyhold Lands in the Court, with the Admission of the Tenant accordingly. *Ars Clericalis*, Part II. p. 607.

A Preamble of a Covenant (in Nature of a Mortgage) upon Surrender of Copyhold Lands. *Ars Clericalis*, Part II. p. 686.

Recoveries.

A Covenant to suffer Recovery in a Court-Baron. *Scrivener's Guide*. p. 239.

To suffer a Recovery in a Court-Baron by Plaintiff. *Ars Clericalis*. Part I. p. 340.

Other Precedents relating to Copyholds.

A Bargain and Sale of Copyhold Lands.
Ars Clericalis, Part II. p. 398. **A**

A Bargain and Sale of Copyhold Lands, &c. with Covenants of Assurance. *Ars Clericalis*, Part II. p. 401.

A Feoffment of Freehold, and to surrender Copyhold Lands. *Bridgman*, p. 31.

An Indenture of Covenants upon Contract on Purchase of a Copyhold, where Part of the Purchase-Money is paid, and the Purchaser to be at Liberty to proceed in the Purchase. *Scrivener's Guide*, p. 34.

Covenants for purchasing the Equity of Redemption of Copyhold Lands mortgaged. *Scrivener's Guide*, p. 36.

A Declaration of Trust, upon admitting Two Lives into a Copyhold, with necessary Covenants. *Scrivener's Guide*, p. 28.

A Bond to surrender Copyhold Lands, wherein the Obligor is admitted in Trust for the Obligee. *Scrivener's Guide*, p. 124.

A Bond to pay 40 s. more for a Fine on Admittance to a Copyhold, if the Lord have not another Fine for Admittance of the same Lands within Three Years. *Scrivener's Guide*, p. 127.

A Settlement before Marriage of a Copyhold Estate, where (according to the Custom of the Manor) there is a dead Year after the Death of every Tenant. *Scrivener's Guide*, p. 407.

COURTS-BARON

A N D

Copyhold-Courts.

*Of Manors, their Antiquity, Definition
and Division.*

HA V I N G before treated in General of Courts-Leet, I now come to Courts-Baron, wherein I intend to be more particular, especially for that many Things annex'd as Accidents and Appendances to a Court Leet, do also belong to a Court-Baron; but seeing a Manor is generally the Foundation of both Courts, and is the immediate Cause of a Court-Baron, it will be necessary to premise some few Observables touching the Antiquity, Definition, and Division of Manors.

As to the Antiquity of Manors, we find, That the ancient Kings of this Realm, who had all the Lands of *England* in Demesne, (*i. e.*
 2 in

in their own Hands) did grant a certain Compass or Circuit of Ground to certain Lords and great Personages, with Liberty to parcel the Lands out to other inferior Tenants, reserving such Duties and Services as they thought fit, with Power to keep Courts, wherein they might redress Misdemeanors and Nuisances within such their Precincts, and punish the Offences of their Tenants, and debate and decide Controversies of *Meum & Tuum* between them: The said Lords performing such Services, and paying such Rents, &c. as the said Kings reserv'd by such their Grants and Donations.

And these Grantees being formerly great Lords and Noblemen, were called Barons, and came to Parliament, and from thence the Courts so granted are called Courts-Barons, as also the Grantees are called Lords, and the Lands granted are called Manors or Lordships to this Day; tho' in Process of Time, by Grants and Conveyances from such Noblemen and Barons, these Lordships or Manors came into the Hands of Knights and ordinary Gentlemen by Purchase, &c. and thus we find 'em at this Day.

For the Etymology of the Word *Manor*, some derive it a *Manendo*, to dwell or reside, and then it is either from *Mansio*, the Manor-House where the Lord resides, or *quia Dominus ac Tenentes (vel Residentes) super Terras suas manent ac cohabitant*: Others derive it a *Manuario*, *quia labore Manuum utitur*, from manuring the Ground: But others say, it comes from the French Word *Mesner*, to manage or govern, because the Lord had the Management

Of Courts-Baron.

ment and Government of the Tenants within such his Jurisdiction.

A Manor anciently was thus described, *viz* *Manerium est Feodum Nobile, partim Vassallis (i. e. Copyhold Tenants) concessum ob certa Servitia reddita, partim Domino in usum Familiae suae, cum Jurisdictione in Vassallos ob concessa praedia reservatum.*— *Terras quae Vassallis conceduntur dicimus Tenementales, quae Domino reservantur Dominicales, Totum vero Feodum Dominicum appellatur, &c.*

This Description much resembles the Definition of a Manor at this Day: For a Manor is a Lordship or Territory, with a Court by Prescription, at which the Tenants of the same do Suit and Service, the Lands whereof are partly in Demesne, and partly in Tenure.

So that a Manor consists of Demesnes, Tenants, Services, and a Court-Baron, and must be Time out of Memory, for a Manor cannot be made at this Day, because a Court-Baron depending upon Custom cannot now be made, which Court is the chief Prop and Pillar of a Manor, for no sooner doth that fail, but the Manor falls to the Ground.

Upon the first Creation of Manors, the Lords took as much Land as was necessary for their own Use into their own Hands, which was called Demesnes, and they distributed as much as they thought convenient among their Tenants, and the Residue was called the Lords Wastes, because neglected by the Lord.

Court-Baron incident to a Manor.

A Court-Baron is incident to a Manor, and a Manor cannot be without a Court-Baron, and Suitors or Freeholders, Two at the least: For if all the Freeholds (except one) escheat to the Lord, or if he purchase all (except one), there his Manor is gone, for that it cannot be a Manor without a Court-Baron, and a Court-Baron cannot be holden but before two Suitors at the least. A Court-Baron is incident to a Manor, as a Court of Pyepowder to a Fair. By the Grant of a Manor *cum pertinentiis*, the Court passeth; and a Man cannot grant his Court, without a Grant of the Manor: But he may grant the Profits of his Court, without granting the Manor. 1 Brownl. 175. Brown's Case.

To be held within the Manor, unless by Special Order.

The Court-Baron must be holden within the Manor, for if it be holden without the Manor, it is void, unless a Lord being seised of Two or Three Manors hath usually, Time out of Mind, kept at one of his Manor-Courts for all the said Manors, then by Custom such Courts are sufficient in Law, albeit they are not holden within the several Manors. 1 Inst. 58. 4.

of

Of Courts-Baron.

Of a Customary Manor.

Two Sorts
of Courts-
Baron.

There may be a Customary Manor held by Copy, and such a Customary Lord may keep Courts and grant Copies, *11 Rep. Nevill's Case. Cr. Jac. 260. contra.* For you must *note*, There are Two Sorts of Courts-Baron, one at Common Law, incident to every Manor, and is of Freeholders, and the Freeholders, are Judges. There is also a Customary Court, consisting of customary Tenants, for without them it cannot be, and this Court may be holden without free Tenants, or other Suitors, (except Copyholders) and of this Court the Lord or his Steward is Judge, *1 Inst. 58.* And when the Court-Baron is of this double Nature, the Court-Rolls contain Matters appertaining to both.

Also a Manor may be Copyhold, and held of another Manor by Copy of Court-Roll; and if such a Copyhold Manor be granted, the Grantee and his Heirs may hold a Copyhold-Court within the said Manor, without any special Grant of such Court: For of common Right a Court-Baron or Copyhold-Court is incident to every Manor.

Court for Copyholders.

When the Lord of a Manor having many ancient Copyholds in a Vill, grants the Inheritance of all his Copyholds to another, the Grantee may hold Courts for the customary Tenants, and accept Surrenders, and make
Admit.

Admittances, and Grants; for altho' this is not a Manor in Law, because there want Freeholders, yet there may be holden a Court for Copyholders, and the Lord or Steward is Judge; and as the other being a Court-Baron may be called the Freeholders Court, this may be called the Copyholders Court; and and so if all the Freeholds do escheat, or if the Lord release the Tenures and Services of all his Free Tenants, yet the Lord may hold a Customary Court for all his Copyhold Tenants: So if the Lord demise all his Lands granted by Copy to another for a Thousand Years, such Lessee may hold Courts for the Copyholders, 4 Rep. 26. *Melwich's Case*. These Number of Copyholds may support a Custom, but a single Copyholder cannot hold a Court.

Who may keep a Copyhold-Court.

Tenant at Will of a Copyhold-Manor may grant Copyhold-Estates, but cannot keep Courts.

If Guardian in Socage keeps Courts in his own Name, and grants Copies, it is good, and shall bind the Heir. Cr. Fac. 55. 98. *Shopton and Rader*.

The Lord himself may grant or make Admittance out of the Manor at what Place he pleaseth, but so cannot the Steward, 4 Rep. 26, 27. *Molineux*. But, as was said before, by Custom the Court may be held out of the Manor, and Grants and Admittances there made be good. An Honour consists of many Manors, yet all the Courts are distinguished, and have several Copyholders; and tho' there is for all the Manors but one Court, yet are they *quasi* several and distinct Courts, and so

Honour.

it was usually in the Time of the Abbots; they kept but one Court for many Manors. *Cr. Car.* 361. *Segord and Hone.* 11 *Rep.* 12, 18.

How often Courts-Baron are to be kept.

The usual and accustomed Time is to keep this Court every Three Weeks; but tho' no Court, Time out of Mind, hath been holden within the Manor, yet it is not thereby extinct and lost, for it is incident to a Manor of common Right. 4 *Rep.* 26.

In a Court-Baron,

The Lord is Chief to command and appoint, and he is sometimes Chancellor in Cases of Equity.

The Steward to direct and record.

The Freeholders to assize and adjudge Amerciaments, and to return and certify Judgments.

The Copyholders to inform Offences committed against the Lord within the Manor, and to present such Things as shall be given in Charge by the Steward.

The Bailiff to execute the Process of the Court, and to make Return into the Court of the Execution thereof.

Courts-Baron ordained for Three Ends.

1st. These Courts-Baron were ordained to adjust Differences between Lord and Lord adjoining.

2^{dly}. To

2dly. To keep Rest and Quietness between Lord and Tenant, that the Lord should permit the Tenant to enjoy, paying his Rent, and performing his Services, and that the Tenant should not wrong the Lord by withdrawing his Rents, Customs, or Services.

3dly. To set Things right between Tenant and Tenant, as if any particular Wrong, as Debt, Trespass, &c. be under 40s. here is the Place of Redress for it. The Proceedings wherein, *vide post.* and every publick Trespass and Offence must be punished by Amercement, which must be presented by Men sworn in the Court.

The Differences between a Court-Leet and Court-Baron are,

1. Courts-Baron are inseparably incident to a Manor, so that every Lord of a Manor may keep a Court-Baron; but few have Leets, without special Prescription, or some special Patent from the King.

2. In Courts-Baron the Suitors are Judges, but in Courts-Leet the Steward is Judge.

3. Courts-Baron are kept once every Three Weeks; but Courts-Leet, by the Statute *Magna Charta, cap. 35.* are to be kept but twice every Year, one Time within a Month after Easter, and another Time within a Month after Michaelmas. *Vide ante.*

4. Courts-Baron may be kept in any Place within the Manor; but a Court-Leet, by the said Statute of *Magna Charta*, is to be kept *in certo Loco ac determinato* within the Precinct.

Of Courts-Baron.

5. Courts-Baron cannot subsist without two Suitors at least; but Courts-Leet can well subsist without any Suitors.

6. Courts-Baron inquire of no Offences committed against the King; but Courts-Leet inquire of all Offences under High Treason, committed against the State and Dignity of the King.

7. Originally Courts-Baron belonged to Lords of Manors; but Courts-Leet belong to the King only.

8. A Writ of Error lies on a Judgment given in Courts-Leet, but not so of a Court-Baron: So in a Court-Leet a *Capias* lies; but in a Court-Baron, a Distress or Attachment by Goods.

9. In a Court-Baron, Action of Debt lieth for the Lord himself, because the Suitors are Judges; but in a Court-Leet, the Lord cannot maintain any Action for himself, because his Steward is Judge.

10. This Court may take a Verdict or Presentment of less than Twelve Jury-men, which the Court-Leet cannot.

Present-
ments in
Courts-
Leet.

If a Thing be presented at the Day in a Leet, if it pass that Day without being repealed, it stands for ever; therefore if a false Presentment be made, the Party shall have an Action the same Day against the Prosecutors; but if he stay till another Day, it's otherwise, and he is put to his Writ of Error.

Traversing

Traversing Presentments.

In some Cases, the Law admits the Party to traverse; but in most Cases not, *Dyer* 13. If one be presented in a Court-Leet for Bloodshed, or any other personal Wrong, this Presentment is not traversable, but the Party is without Remedy therein, though the Presentment be false, and the Matter of it untrue, because no Process is there awardable against the Party to call him to answer; but the Party may remove the Presentment into the King's Bench, and there he may traverse it: But if the Presentment touch Freeholds, as Purprestures, Nuisances, &c. he may traverse.

He who is amerced in a Court-Leet, may traverse the Resiency.

Counsel prayed to discharge a Constable chosen by three Justices of the Peace in the Parish of *Homeby*, because it is a Place exempt, and Warrants there executed by the Bailiff of the Hundred of *Nobottle-Grove*; *sed non allocatur*, for the Justices of Peace have Power to elect Constables of Hundreds, or particular Parishes, as *Custodes Comitatus*, where there is no Leet or particular Power in the Lord of a Manor to choose, as was the Lord *Wentworth's* Case, 1 *Bulst.* 174. who elects in *Hackney* and *Stepney*, and here no Leet appears, nor other Right to choose. 21 *Car.* 2. *B. R.* the Case of *Terry and Furnese*.

27 *Aff.* p. 6. It was presented in a Leet, that *J. N.* had inclosed such Lands which

Of Courts-Baron.

ought to lie in Common for all the Inhabitants of a Vill, &c. *ad commune nocumentum Inhabitan' ville prædict'*; and this Presentment was adjudged void; for this is a private Tort to the particular Inhabitants of this Vill, and no publick Common Nuisance. *Wormberton and Burton's Case* was in *Replevin*, the Defendant made Conusance as Bailiff to Sir *Foulke Grevil*, for that he had a Leet within his Manor of *D.* and that at such a Court the Plaintiff was amerced for putting his Geese upon the Common there, and for that Amerciament distreined; and because it was not shewed that the Common was within the Leet, as also because the Court held that it was not any Article inquireable in a Leet, nor punishable there, it was adjudged *pro Quer'*, *Cro. Eliz.* 448. Presentment for furcharging a Common is not good. *2 Roll's Abr.* 81. *Bere and Storer.*

A Presentment is for enclosing a Croft, in which the *Gents del Vill* have Common, in Annoyance of all the People of the said Vill, is not good, for an Affize lieth.

Of the Authority of the Lord and the Steward.

the
d.

The Lord's Authority consists chiefly in Four Things:

1. In punishing Offences and Misdemeanors committed within the Precincts of his Manor; as, for Breach of By-Laws, Non-performance of Customs and Services, not discharging Duties, Offices, &c.

2. In

2. In deciding Controversies about the Title of Copyhold Lands within his Manor: And when he sits in Court, to end Debates of this Kind, he is not tied to the strict Form of the Common Law; for he is a Chancellor in his Court, and may redress Matters by Equity upon a Bill exhibited: As for Instance;

If I surrender a Copyhold to the Use of a Stranger, upon Trust or Confidence that such Debts being by me discharged, he shall surrender back his Copyhold, and I pay the Debts, and he refuses to make the Resurrender: Now at Common Law I am left Remediless, this being a bare Confidence, and no Condition; but upon a Bill exhibited in the Lord's Court, I shall be relieved; for the Lord upon Proof of the Matter, may seise the Copyhold, and readmit me according to the Effect of the said Confidence.

3. In admitting to Copyholds: And in this Customary Power, the Lord doth somewhat exceed the Steward; for the Lord may make Admittances either upon voluntary Grants, or upon Surrenders, or upon Descents, in any Place out of the Manor; whereas the Steward can only make such Admittances within the Manor.

4. In giving Licence to Copyholders to alien by Deed, which the Steward cannot do but by express Words in his Patent, or by special Authority given him by the Lord, or by some particular Customs warranting the same.

Of the
Steward.

All Stewards of Courts are either by Deed, or without Deed ; for one may be retained to keep his Court-Baron and Courts-Leet without Deed, and that Retainer shall continue till he be discharged. 1 *Inst.* 61. 6. 27. 30. And such Stewards may take Surrenders of Customary Tenants of Courts. 4 *Rep.* 30. *Lady Holcroft's Case*, but the Custom must warrant it. Note, A Difference between a Steward of a Manor, and a Steward of Court ; Stewards of a Manor may take Surrenders in any Place. 1 *Leon.* p. 227. *Blagrove and Wood*. The Steward may make his Precept by Word to the Bailiff to distrain ; but it is safest for the Bailiff to have it in Writing.

In all Actions real which concern Lands, the Suitors are the Judges ; and therefore the Steward is Judge in a Court-Leet, and in the Court-Baron the Suitors are Judges.

Steward
makes his
Deputy,
what he
may act.

A Steward appoints his Deputy to keep a Court *ad Tradendum* Copyhold Land, to be for Life ; the Deputy commands A. his Servant to keep Court, and grant the said Land, and the Custom found did not extend further than the Deputy ; though a Deputy cannot transfer his Authority over, being an Office of Trust ; yet *per Cur'*, to take a Surrender, and grant Land by Copy, is not any judicial Act ; and the Admitting a Copyholder is not any judicial Act ; for there need not be any Suitors there, who are the Judges ; and such a Court may be holden out of the Precincts of the Manor, and the Grant is good, especially if the Lord of the Manor agree to it

it afterwards. 1 Leon. 286. Lord Dacre's Case, one is made Steward *ad exequendum per se vel sufficien' deputat' suum*; J. S. makes A. his Deputy *hac vice*, to take a Surrender, & *ad ulterius faciend'*, &c. it is a good Deputation; and though the Authority was to take the Surrender absolute, and he takes a Surrender upon Condition, yet it is good by Reason of these Words, *Et ad ulterius faciend'*. Cro. El. p. 48. Randol's Case.

A Stewardship was granted to A. to execute the Office *per se vel sufficien' deputat' suum*. A. made a Deputation to M. *ad capiend' unum sursum redditionem* of J. W. and J. his Wife, and to examine J. *ea intentione*, that the said J. W. and J. might take an Estate back for their Lives, the Remainder over to T. B. in Fee; M. took two several Surrenders from the Husband and Wife, the Remainder to J. B. in Fee, upon Condition to pay a certain Sum of Money. And *per Cur'*, the Proceedings are well warranted by the Deputation aforesaid. 1 Leon. 289. Burges's and Foster.

If the Surrender and Regrant is enter'd in the Roll of the Court, dated to be holden the Second Day of May, and the Deputation bearing Date the Third Day of June after; *per Cur'*, this Misentry of the Date of the Court shall not prejudice the Parties; for this Entry is not Matter of Record. *Id. Ibid. Post.*

An Infant is not capable of the Stewardship of a Manor. March 41.

Baron and Feme, Copyholder in the Right of his Wife, surrenders out of Court into the Hands of the Steward, and she was examin'd by

by him; and it was not proved that he was Steward by Patent, nor any special Custom to warrant it, and yet good. *Cro. Jac.* 526. *Switben and Cage.*

King's
Steward
may grant
Copyholds
that es-
cheat.

The King's Copyholder is attainted of Felony, whereby his Copyhold escheats. The Steward may grant this over *ex officio*, without any special Grant, for the Custom of the Manor warrants the Steward of the Manor for the Time being to grant it, and the Custom binds the King, his Heirs, and Successors; but though he may by the Law do this, yet his Duty is, before he makes any such Grant, to inform the Lord Treasurer of *England*, Chancellor and Barons of the *Exchequer*, or any of them, for his better Direction. 4 *Rep.* 30. *Harris and Foye.*

King's Au-
ditor not to
appoint
Stewards.

And in the same Case it was resolved, That the Auditor or King's Receiver had not Power to retain afterward to hold the King's Courts. And this Case is reported in *Cro. El.* 699. the King's Auditor and Surveyor for the County of *N.* appointed a Steward for one of the Manors, *illa vice*; he kept Courts, and granted Copyholds, &c. Their Appointment is not good, they have no Authority to appoint Stewards; the one being to take Accounts, and the other to survey Land, and the Grant is not good; they ought to have Letters Patents of the Office of Steward. Things of Necessity done by a reputed Steward, are good; and if they come in by Presentment from the Jury of Necessity, are good, as the Admittance of an Heir upon a Presentment or Admittance by a Surrender to an Use;

Use ; but Acts voluntary, as a Grant of a Copyhold, &c. not good. *Ibid.*

If the Steward diminishes the ancient Rents and Services, it is a void Copy.

If a Lord command the Steward, that he shall not grant such Land by Copy, if he grant it, it is void.

Copyholders moved the Court, That the Steward might be ordered to bring in the Court-Rolls, to enable him to defend his Title, but the Court denied it. *Stile* 128.

As to the Steward's Authority of assessing Fines, *vide post. Tit. Fines.*

Of Actions in a Court-Baron. Vide post.

Upon *Affidavit*, that the Debt was above 40 s. and divided into several Actions in a Court-Baron, the Court awards a Prohibition and Attachment. *Pasch. 14 Car. 2. B. R.*

In Action upon the Case it was excepted ^{Pledges.} in Arrest of Judgment, that the Count is, That whereas in *Cur' Manerii de B.* the Plaintiff was Pledge for the Defendant, he was forced to pay, &c. which is ill, that being to be intended in a Court-Baron, where Pledge is not requisite ; *sed non allocatur*, for it may be the King's Court, although it be the Court of the Manor, as *Southwork. 2.* It is said the Plaintiff became Pledge. *in placito debiti*, and so it may be only for Appearance ; *sed Cur' contra*, for no Plea can be till after Appearance, and so it must be intended to pay the Condemnation. And altho' no Pledges be requirable, yet if in Fact it be required, and

and the Pledge suffer, he may thereby recover. *Pasch. 16 Car. 2. B. R. Nicoll. and Killigrew.*

Condition (in Debt on Bond) to appear to an Action split in a Court-Baron, and answer the Costs and Condemnation by a Day; the Defendant on Oyer pleaded, 23 Hen. 6. c. 10. that he was attached by his Goods by Process out of the Court, and detained till, by Procurement of the Bailiff, he entered into the said Bond to him. The Plaintiff demurs; for this Process is only for Attachment of Goods, and not by Arrest of the Party, and so the Party is not in Danger of Imprisonment, and the Statute is made for the Safety of Mens Persons, not of their Goods. *Per Cur'*, The Clause that all other Bonds should be void, related only to the former Clause to such as are in Prison; and yet they seemed that if Bond be given for fear of Arrest, it is void: And though this Bond is not entered into to the Bailiff, but unto the Plaintiff, yet such Bond is void at Common Law. The Plaint is for 39 l. in the Court of *Norton-Folgate*, and the Bailiff caused Bond of 40 l. to be made to the Plaintiff to appear and render the Defendant on Judgment, or pay the Condemnation: And *per Hyde Ch. J.* although the Bond be made void by Common or Statute Law, yet being on Record, if it appear void, as it does here for the Unreasonableness of the Sum extorted, the Court may vacate it, for the Distress there should be but small, and the Court ordered an Information to be brought against the Bailiff for this Extortion. *Pasch. 12 Car. 2. B. R. Randall and Keite.*

Of a Levar' fac' in a Court-Baron.

In Trespass for taking a Cow, the Defendant justifies by Process out of an Hundred Court, being *taliter processum*, without entring of Continuances; also there can be no Costs there upon Appearance, because the Person is not attached, but the Goods; also a *Levar' fac'* is no Process there, but a *Distringas*: But *per Cur'*, the constant Course in all Courts is by *Levar' fac'*, and this is meant by the old Books by a *Distringas*; also by a *Distringas* the Party would have no Remedy, but only Issues be forfeited in the Hundred Courts. 2. The Judgment being given below of Matter within their Jurisdiction, it must be reversed by false Judgment. *Hill. 24 Car. 2. B. R. Do & Parmiter.*

Dolben, Steward of *Westminster*, gave Judgment there in Action on the Case, on Consideration that the Plaintiff sent and delivered an Horse to the Defendant, the Defendant promised to pay 5*l.* to the Plaintiff, which he had not done, *ad damnum* 40*s.* after Verdict, and 30*s.* Damages. *Witbens* excepted, that this was out of the Jurisdiction, being above 4*ss.* and so it appeared on Record. *Crofts contra*, That the Plaintiff can have no more Damages than he counts of, which is but 40*s.* and therefore well enough; and for this Cause the Plaintiff had Judgment. *M. 28 Car. 2. B. R.*

If one pleads well that he hath a Manor, and shew it, he need no more to intitle himself to a Court-Baron. One Manor cannot have Two Courts-Barons.

Tenant

Of Courts-Baron.

Tenant at Will of a Manor cannot hold a Court-Baron.

Quo Warranto lies of a Court-Baron. *Cro. Jac. King versus Kapperton.*

I must make a good Title to the Manor, otherwise I cannot justify the Keeping of a Court-Baron.

A Man cannot be ousted of his Court-Baron, unless he be ousted of his Manor.

Stafferton pleads to the *Quo Warranto*, That Sir Henry Nevill was seised of an ancient Manor, of which Manor the Manors of *Newnham* and others are Parcel, and conveys to himself from Sir Henry Nevill Admittance to the Manor of *Newbenham*, and so of two others, *viz. Laker* and *Aylworth*, by the Names of so many Acres and Shires; that a Messuage and Seven Acres of Customary Lands, used to be demised, were to him conveyed by Sir Henry Nevill, *tenend' secundum consuetud' Manerij*. He pleads he ought to have said, That such a Manor had been used Time out of Mind to be granted by Copy; and also, that Time out of Mind such Grantees or Donces had used also to hold such Court-Baron; and so he ought to have prescribed in all these.

1 *Bulstr. 54. Stafferton's Case.*

Evi-

Evidence.

What shall be good Evidence to prove a Custom upon a Trial or a Surrender.

In *Kemp and Carter's Case*. 1 Leon. 55. 70. the Issue was, If the Lord of the Manor granted Lands in Question, *per Copiam Rotulorum curiæ Manerii prædicti secundum consuetud. Manerii prædicti*, it was given in Evidence, that the said Manors were divers Customary Lands, and that the Lord now of late at the Court of the said Manor granted the Land *per Copiam Rotulorum Curia*, where it was never granted by Copy before: *Per Cur'*, The Jury are bound to find *Dom' non concessit*, for notwithstanding *De facto Dom' concessit per Copiam Rotulorum Curia*. yet *Non concessit secundum consuetud. Manerii prædicti*, for the said Land was not Customary, nor had the Custom taken hold of it.

Issue on Grants secundum consuetud. Manerii.

Wadsworth's Case, before Judge *Crawley* at York Assizes, was upon an Intail of a Copy hold within the Manor of *W.* and several ancient Intails shewed in Evidence in *W.* in *Ed. III's* Time, and Remainders limited over on such Intails and Plaints, in Nature of *Formedons* brought there for such Remainders and Recoveries thereupon, and several Issues after had taken their Admittance, as of Fee-Simple Lands, as Heirs in Fee; and for this Cause Purchasers look at the Copies, and seeing Fee-Simple in Admittances are secure, the Estate is so, and apply their Assurances accordingly: The Jury found for the Plaintiff against

Intails secured to be cut off.

against this Intail, and it shall be presumed that the Intail was cut off some Way or other, when many Admittances since have been in Fee-Simple.

The Custom of a Manor is, That the Wife shall have it during her Life, and upon Evidence it appears that she shall have it *durante Viduitate*; this Evidence doth not maintain the Custom. 4 Rep. 1. 30.

Issue on the Time of the Surrender, and the Court holds.

If the Parties be at Issue on the Time of the Surrender made, or the Court holden, the same shall not be tried by the Rolls of the Manor, but by the Country; and the Party may give in Evidence the Truth of the Matter, and shall not be bound by this Misentry of Time upon the Rolls; for this Entry is not Matter of Record. 1 Leon. 180. *Burgefs and Foster, ante.*

The Issue was, Whether Fines, called *Grisham* Fines, (*ab ingressu*) are due to the Lord till full Age? Evidence for the Defendant was, That other Manors adjoining had the same Custom not to pay till full Age, and allowed. 3 Keb. *Champion's Case.*

By Rolls: If Copy of Court-Rolls are produced to prove a Customary Estate, the Enjoyment of such Estate must also be proved, otherwise the Proof is not good. *Stile 450. Pilkington and Bugshave's Case.*

A Copy of a Lease which the Lord had in his Hands, whereby the Tenant had Power to make Leases, no good Evidence without swearing it a true Copy; also the Finding by special Verdict or Admission on former Pleading, is good Evidence, unless the contrary appear. 1 Keb. 720. *Lee and Boothby.*

A Copy of the Roll under the Steward's Hand, who was Counsel for the Lord as Plaintiff, was admitted good for the Copyholder; but *contra* of short Notes by Way of *Breviate*. 1 *Keb.* 720. *Lee* and *Boothby*. A Copy of a Court-Roll.

A Copyholder moved the Court, that the Steward might be ordered to bring in the Court-Rolls to enable him to defend his Title, but the Court denied it. *Stile* 128.

The Steward, though he had a Fee for the Admittance, may be a Witness. 3 *Keble. Champion's Case*.

To prove a Custom that a Copyholder may cut Trees, a Copyholder that had not but a Kettle may be a Witness. 2 *Sid.* p. 7.

The Lord may be admitted to give Evidence for the Lessee or Copyholder, tho' the Court would have spared him, had there been other. 1 *Keb.* 15. *Gerard* and *Lister*.

Proof of the Plaintiff to be Tenant of the Manor, was by Court-Leet Books, by the Presentment of the Homage, and not *per Juratores*, of any certain Place; and so it was supplied by Witness, and this was in case of Fishing.

By Consent, the Jury had a Copy of Court-Roll given by the Plaintiff in Evidence. 1 *Keb.* 22.

In Ejectment, the Defendant pleaded Surrender of a Copyhold by the Hands of F. then Steward of the Manor. Issue was joined *absq; hoc*, that he was Steward: *Per Curiam*, This is no Issue, for the Traverse ought to be general, that he did not surrender; for if he were not Steward, the Surrender is void. *Cr. El.* 160. *Wood* and *Butts*.

H

Where

Issue on
Surrender,
where to be
tried.

Where Issue is taken upon a Surrender, it shall be tried where it was alledged to be done, and not where the Manor is, of which the Copyhold is holden. *Cr. El.* 160. *Food and Banns.*

The Issue was, Whether a Copyholder in one Town had Common in Land lying in another Town—Exception was to the Trial, because the *Tenure* was not of both Villages. *1. Nov. 41.*

Proclamations which call the Heir to be admitted, must be proved *viva voce*.

Of Distresses.

In a Court-Baron, a Distress is not but in the Nature of a Pledge to be safely kept; and in a Court-Baron it must be Distress *in fieri* on Attachment, therefore they are not forfeited for Non-appearance. *Yelv.* 194.

Distress is a Thing taken and distrained upon any Land for Rent Arrear, Debt, or other Duty, as Customs, Services, &c. or for Tort or Damage-feasant.

Note; Distress is inseparably incident to every Service, for Service cannot be seek'd *1 Inst.* 150, 151. and is of Two Kinds, *viz.*

Kinds.

Finite, Which is limited by the Law as to as it shall be made to draw the Party to Trial.

Infinite, Is without Limitation until the Party comes, as against a Jury who refuse to appear upon Certificate of Affize.

Grand Distress.

Grand Distress, which is made of the Tenant's Goods and Chattels that the Party had within the County. This lies in Two Cases:

1st. V.

1st. Where the Tenant or Defendant is attached, and so return'd, and appears not, but makes Default.

2^{dly}. Or when the Defendant had once appeared, and after makes Default. 2 *Inst.* 254.

Note ; Distress in a Court Baron must be made by a Bailiff *Juratus*, &c. 1 *Roll. Rep.* 338.

What Things are distrainable.

1. *For Rent, &c.*

There must be a valuable Property of it in some Body, therefore Beasts *feræ naturæ* are not distrainable.

Things privileged *pro tempore* are not distrainable, as an Horse when a Man is riding, or an Axe in a Man's Hand. 1 *Inst.* 47.

Things which are for the Benefit and Maintenance of Trades are not distrainable, as Horse in a Smith's Shop for Rent of the Shop ; Garment in a Taylor's Shop, Meal in a Mill or Market, Goods in a Common Inn. These are brought for a special Intent. 1 *Roll. Abr.* 668. *Cr. El.* 549, any Thing distrained for Damage-feasant cannot be distrained for Rent, for it is in the Custody of the Law.

Nothing shall be distrained for Rent, which cannot be rendred in as good Plight as it was at the Time of the Distress taken, as Sheaves of Corn, but Carts of Corn may, and Sheaves may be distrained Damage-feasant. 1 *Inst.* 47. *a.* But now see the Statute 2 *W. & M. c.*

5. That Sheaves of Corn, &c. may be distrained for Rent. *Vide the Stat. infra.*
Averia caruæ, not to be distrained.

2. For Damage-feasant.

Sheaves of Corn may be distrained Damage-feasant.

Money cannot be distrained, unless it be in a Bag.

For Knight Fees of Parliament, the Horse of any Man shall be distrained through the whole Village. 11 H. 4.

Fishes in a Pond cannot be distrained.

A Hive of Bees may be distrained. *Nat. Br.* 80. D.

A Barge was distrained by Prescription. *Dyer* 117. pl. 23.

A Man may not distrain Hay in a Barn for Services, for that it cannot be known again to have Deliverance in Replevin. 1 *Roll.* 667. *Cooper* and *Pollard*: But this is now altered by the said Statute 2 *W. & M. cap.* 5.

For Rent.

If a Man lease Tithes, rendring Rent, when the Tithes are severed, he may not distrain the Tithes for Rent. 1 *Roll.* 667.

In Distress for Rent upon a Lease for Years, the Cattle of a Stranger may be distrained, if they were Levant and Couchant. 1 *Inst.* 47.

A Man seised of a Rent-Charge or Service for Life or in Fee, and grants this Rent or Service to another and Heirs, and the Tenants attorn, such Grantor is without Remedy for the Rent Arrear before his Grant. 4 *Rep.* 49. *Ognel's Case.*

Demas'

Demand for the Rent is not necessary ;
for the Distress is a Demand.

Note ; For Rent-Charge, or Rent-Service, a
Man shall not distrain in the Night, other-
wise of Damage-feasant. 4 Rep. 66.

After the Term ended, no Distress could
be taken before the Stat. 8 *Annæ* cap. 17. *Self*.
6. which see *infra*.

Lessee for Twenty Years makes a Lease for
Ten Years reserving Rent ; Arrears incur,
Lessee for Twenty Years dies ; his Executors
shall distrain for the Arrears ; for the Arrears
were never severed from the Reversion, and
it is not like the Case where the Reversion
descends to the Heir, and the Arrears go to
the Executor. 1 Roll 672. *Wade and Marsh*.

Avowry for Rent Charge at *Michaelmas*,
shall not estop the same Party to distrain for
Arrears of the same Rent due before ; other-
wise of Acquittance. *Sid. M.* 13 Car. 2. B.
R. Palmer and Stabook.

If one comes to distrain for Rent-Service,
and the Tenant perceiving this, chaseth the
Beasts out, the Lord may pursue them within
the View, and take them in whose Lands
soever they are. *Plö.* 37, 38.

Distress for Rent may be taken in a House
if the Door be open, otherwise not.

A Man cannot distrain for Rent-Service,
but in the Land out of which the Rent issues.
1 Roll. Abr. 671.

A Man may distrain for the Rent of an
House, through the Doors or Windows. 1
Roll. 671.

Of Courts-Baron.

If a Man let an Advowson for Life, requiring Rent, the Lessor cannot distrain for that on the Glebe. 11 H. 6. 5.

If Rent-Service issue out of Land which is in divers Counties, he may distrain for all in one County. *Id. Ibid.*

Distress taken upon the Possession of the King, is not lawful. 1 Leon. 191.

None shall draw any Distress out of the County where he hath taken it. 2 Inst. 106.

For Services.

The Lord may distrain for *Heriot-Service*.
Vide Heriots infra.

No Distress can be taken for any Services that are not put into Certainty, nor can be reduced to any Certainty. 1 Inst. 96. a.

Tenant in Dower shall not be distrained to do Suit for the Land which she holdeth in Dower. N. Br. 390.

None shall distrain any to come to his Court, but such as shall be within the Fee. M.C. 104.

For Relief.

The Lord may distrain for Relief, but his Executors shall have Debr. 1 Rol. Ab. 665.

For Fines and Amerciaments.

A Man may distrain for Fines and Amerciaments which are assessed in a Leet, but not in a Court-Baron without Prescription, and may always take the Goods of him who is so amerced, in whose Soil soever they are within the Jurisdiction of the Court. 1 Roll. Ab. 666. Cr. El. 792.

For Amerciament in a Leet for Offences done out of Court, Distress lies, and for Offences within the Court, as Fines for Contempt, &c. *Gresslye's Case.*

The Lord may take a Distress for an Amerciament in a Leet in his own Land,

he may take a Distress for it in the High Street ; but a Distress may not be taken of Goods in Lands in the Hands of the King. 1 Roll. 670.

The Lord may be distrained if he refuse to hold his Court to do Execution upon an *accedas ad Curiam*. F. N. B. 44. E. For other Things.

If the Lord distrains where nothing is in Arrear, the Tenant shall not have Trespass, *Vi & Armis* ; but if the Lord command his Bailiff or Servant in such Case to distrain, the Tenant shall have Trespass. 9 Rep. 76. b. See *vide Stat. 2 W. & M. c. 5. Sect. 4. infra.*

If a Man ride over my Corn, I may not take the Horse Damage-feasant. 1 Roll. 664. Damage-feasant.

If Cattle be stolen, and put into my Ground, I may take them Damage-feasant. *Stile* 566.

Cattle that stray for Default of Enclosures, cannot be distrained. *Dyer* 372.

A Commoner may justify the Taking the Beasts of a Stranger Damage-feasant upon the Land. 1 Rol. Ab. 665.

If a Man avow the Taking of Damage-feasant in a Common where he had Common, he ought to shew that he hath Common for his Cattle *Levant* and *Couchant*. *Stile* 428. *Brony* and *Moree*.

If the Tenant Chase the Beast, the Lord may pursue for Rent, but not for Damage-feasant. *Plø.* 37. For the Beasts must be Damage-feasant at the Time of the Distress. otherwise the Owner may rescue them. 9 Rep. 66. a.

The Beasts of a Stranger may be distrained for Rent or Damage-feasant, but they must be *Levant* and *Couchant*. 1 Rol. Ab. 668,

Parsons, Women, Tenants in ancient Demesne, not distrainable to come to Leet or Sheriff's Turn.

A Distress may be good *ratione concessioni*, not *possessiois*; as a Man seised in Fee makes a Lease for Life, and after grants a Rent charge. If the Grantor's Cattle come on the Ground, I may distrain them, though I cannot distrain the Tenant in Possession. 1 Brownl. 32.

Excessive
Distress.

Forty Sheep are distrained for 2 d. it is excessive; but if a Man take Five Horses joined in a Cart for 3 d. Rent, this is not excessive for the Intirety. 1 Rol. Ab. 674.

No Distress for Homage shall be said excessive; so for Fealty; so for the Expences of a Knight of Parliament. 4. Rep. 86.

If the Lord often distrain, so that the Tenant cannot manure his Land, he shall have Affize of Sovent Distress, or make Rescous. Rep. 116. 8 Rep. 50. a.

Tortious
Distress.

If one eloin my Goods that are not distrainable by Law, Action of Trespas lies; or Action on the Case. 4. Rep. 74. 8 Rep. 11. d. so Trover lies. Tel. 194.

If Distress be abused, Trespas lies, 1 Anderson 65. or Action on the Case.

Of Impounding, and how a Distress shall be demeaned.

He that distrains any Thing that hath Life, must impound it in a lawful Pound; and that is either Overt, as the Pinfold, and then the Cattle must be sustained at the Peril of the the Owner; or Covert, in some Part of his House,

House, and then he that distrained them must sustain them. 1 *Roll.* 672.

They must be impounded within Three Miles in the same County.

But if a Man distrain dead Goods which may take Damage by Wet or Weather, he ought to impound them in an House or other Pound-Covert; for if he impound them in a Pound-Overt, he ought to answer for them.

If a Man take a Cow for a Distress, he may not milk her.

If the Lord that distrains for Rent, or the Owner for Damage-feasant, labour and kill the Distress, Action of Trespass lies. *Cr. Fac.* 148. 8 *Rep.* 146. *b. Carpenter's Case.*

If Beasts die in a Common Pound, this is at the Peril of the Owner, and then a new Distress may be taken for the first Cause; *aliter* of a private Pound, tho' the Door or Gate be left open. *Dyer* 280. *Herb.* 75.

Hides raw distrained ought not to be tanned. *Cr. El.* 783. *Duncomb's Case.*

In some Cases, a Man may use a Distress where it is for the Owner's Benefit, as scower Armour, full raw Cloth, &c. *Cr. El.* 783. *Duncomb's Case.*

If the Owner break the Pound, and take away his Goods, the Party distraining may have a Writ *de Parco fracto*, and he may also take the Goods that were distrained wherever he finds them, and impound them again; so if a Stranger take them out. 1 *Inst.* 47.

If a Man distrain Beasts without a Cause, and puts them in a Pound-Overt, it is not lawful for the Owner to break;
1 *Anderson* 31.

If a Man distrain Cattle Damage-feasant, and put them in the Pound, and the Owner, who had Common there, makes fresh Suit, and found the Door unlocked, he may take them, and justify in *Parco fracto*. 1 *Inst.* 47. 6.

Rescous in { Deed,
and
Law.

If Distress be taken of Goods without a Cause, the Owner may make Rescous; but if they be once impounded, he cannot break the Pound. 1 *Inst.* 47. 6.

As the Beasts are going to the Pound, they enter into the Owner's House, and he withholds, then it is a Rescous. *Ter. Ley tit.* — If Rescous be made to the Servant, yet the Master shall have the Writ. *N. B.* 101.

And Rescous is not made but where he had Possession of the Beasts, or of the Goods, which are rescoused from him; for if one comes to attach a Man, or to distrain, and is disturbed in doing it, he shall not have a Writ of Rescous, but Action on the Case. *N. B.* 102. *B.*

If a Stranger's Beasts be distrained, he may make Rescous.

If the Tenant tender the Rent to the Lord when he is to take the Distress, if notwithstanding the Lord will distrain, the Tenant may make Rescous. 1 *Inst.* 161. *a.*

If the Lord distrain in the Highway, the Tenant may make Rescous.

If the Lord will distrain *Averia carucae*, where there is sufficient besides, or if the

Lord distrain any Thing that is not distrainable, either by Common Law or Statute Law, Tenant may make Rescous. 1 *Inst.* 161.

One distrains the Beasts of J. S. and a Commoner, the Commoner rescous to sever his own Sheep, it is lawful, but drive them away he may not. 1 *Roll. Rep.* 163.

If nothing be in Arrear, and the Lord distrains, the Tenant may make Rescous; or if he be so often distrained that he cannot manure his Land, he may have Assize, or make Rescous; but he may not have Action of Trespass *V. & Armis* against his Lord. 4 *Rep.* 11. 6. in *Bevill's Case*.

A. distrains and impounds, and the Owner takes them out, A. may take them again in any Place.

The Lord may sell a Distress taken for a Fine. *Nov* 17. Sale of Distresses.

If a Man sell the Distress which he took and impounded, and buys it again, and impounds it, yet the Vendition is not excused. *Dyer* 36.

Distress taken in a Court-Leet shall be sold. 3 *H.* 7. 4.

Plaintiff in Replevin pleaded that he offered Amends, and doth not shew that he offered it before the Impounding the Cattle; ill Plea. 1 *Brownl.* 173. *Roberts and Young.* Tender of Amends, &c.

Offer of Amends cannot be made to the Bailiff, or him that maketh Cognizance, nor to the Servant. *Cr. El. A. H.* 813. *Pilkington against Hastings.* 5 *Rep.* 76.

Before the Distress taken the Tenant may tender the Arrear upon the Land, and if after

ter a Distress taken, it is wrongful; if he tender the Arrears before the Impounding, the Detainer is unlawful: So it is in Case of Damage-feasant. But Tender of sufficient Amends in Trespass, before the Action brought, is no Bar, because he that tendered the Amends is not Owner of the Goods, as in the other Case. 8 Rep. 147. 5 Rep. 76.

Vide Noy 23. A Distress judged to be tortious by Tender at the same Time that the Distress was made.

In *Pilkington* and *Hastings's* Case, the Plaintiff saith he tendered 2 s. which was sufficient Amends for the Damage, which the Defendant refused to accept; and he need not shew to the Court what the Damages were, for having averred that the 2 s. tendered was sufficient for the Damages, it is enough *Cro. El.* p. 811.

Of a Replevin.

It is a Writ that lieth where any Man distrains another for Rent or other Thing: Then he that is so distrained upon shall have this Writ to the Sheriff, (called *Replegiari facias*) to deliver to him the Distress, and shall find Sureties to pursue this Action; and if he pursue it not, or it be found and adjudged against him, then he that took the Distress shall have again the Distress, and that is called, *The Return of the Beasts*, and in such a Case lies the Writ *de Retorno habendo*. It's derived of the Word [*Replegiare*], to deliver

deliver to the Owner upon Pledges or Sureties.

Goods may be replevied Two Ways :

1st. By Writ *Ut prius* at Common Law.

2^{dly}. By Plaint in the Sheriff's Court by Statute Law, viz. Stat. Marlbr. 52. H. 3. c. 21.

Note ; The Plaintiff must have the Property of the Goods in him at the Time of the Taking. (*Vide Proprietate Probanda.*) *Post*.

Note ; The Count or Declaration in Replevin ought to be certain in setting forth the Number and Kinds of the Cattle distrained ; otherwise the Sheriff cannot tell how to make the Deliverance of the Cattle. If it be for *Oves Matrices*, the Sheriff cannot deliver Weathers ; if it be black Horses, he cannot deliver white ; but is subject to Action on the Case : His Delivery must be according to the Writ. *Allen, p. 33. Moor and Clipseam.*

1. Replevin by Writ.

This Writ is a Vicountiel, and in Nature of a *Justicies*, in which the Sheriff shall hold Plea to any Value, and is not retornable. 2 *Inst.* 139, 140.

When more than one live Beast is distrained, then the Writ is said, *Replegiari faceret B. averia sua* : When one is taken, then it is said, *Replegiari faceret B. quoddam jumentum*, or *Bovem suum* : And when more dead Cattle than one are distrained, then the Writ is, *Quod Replegiari faceret bona & catalla sua.* *Doct. Plit.* 314.

Sheriff to prosecute his Action against him or them that did take the Cattle, and to make Return of the same Cattle to the Distrainer. If he by Justification or Avowry do recover; and if he pursue it not, or if it be found or adjudged against him, then he that took the Distress shall have again the Distress, and that is called the Return of the Beasts, and he shall have a Writ from above, *De retorno habendo*. In such Case, if the Goods cannot be taken by the first Replevy, then issues forth an *Alias*, and then a *Pluries*, then a *Toties*, and then a *Withernam*, (if the Sheriff return that he cannot replevy the Cattle, because they are eloined, and he cannot have the View of them) for the Sheriff must make Enquiry of the Return; and if so, then he must make a Precept to the Bailiff in *Withernam*, i. e. to take as many other Cattle; and he may have an *Alias*, and a *Pluries Withernam*, and so in Infinite, but hath no other Remedy in the County.

This Replevy may be returned out of the County into the Common Pleas by a Writ of *Recordare*.

If the Taker of the Cattle justify the Taking, as in his Freehold, then the County-Court can proceed no further therein, but the Cause must be removed by a Writ out of Chancery, *Recordare facias loquelam*, directed to the Sheriff, returnable the next Term following; and at the Day of the Return, the Plaintiff in the Relevin must declare against the Taker of the Cattle, or else he will have a *Retorno habendo*, and put

put him to sue forth a second Deliverance, which is a great Disadvantage to the Plaintiff.

In a Replevin the Plaintiff cannot discontinue his Suit without the Privity of the Court, for the Entry is *Recordatur per Curiam*.

Pledges de { *Prosequendo,*
 &
 Retornando.

The Sheriff ought to take two Kinds of Pledge; the one by the Common Law, and they are *Plegii de Prosequendo*; and the other by the Statute *W. 2. c. 2.* and they are *Plegii de Retornando*; and if the Sheriff return insufficient Pledges, he shall answer according to the Act *W. 2. c. 2.* The Pledges must be as well sufficient in Estate as in Law, (as not within Age, Women covert, Persons outlawed, &c.) The Remedy which the Sheriff has against the Pledges, is said to be a *Scire fac'*, in which they shall be compelled to plead a Thing in Discharge, or to tender the Value of the Beasts; but for them to say that they were not Pledges, they shall not do it, for this is contrary to the Return of the Sheriff.

If the Sheriff shall take 100 l. or any other Thing, in or for a Pledge of the Return, this is not good; so of Pledges *de Prosequendo*. But yet at this Day, the Sheriff or the Bailiff's Name do use to take a Bond of the Party too, at the Time when the Replevy is granted,

ed, for the Prosecuting of Suit, and also to make Return, &c.

The Sheriff's Return.

This Day upon the Writ *de Retorno habendo*, if the Sheriff return, *q. d. Averia elongata sunt*, a *Witbernarn* shall issue, &c. and if the Sheriff return *Nilil habet*, then shall issue out three *Capias's*, and one *Exigent*.

The Sheriff's Deputies.

By Statute 1 & 2 P. & M. c. 12. Every Sheriff shall appoint and depute four Deputies at least in his County, to make Replevy and Deliverance of such Distress on such Manner as the Sheriff ought to do; and also the Sheriff may hold Plea thereof, and determine the same in the County-Court: But then the Sheriff is to give a Day unto both Parties until the next County-Court, at which Day the Plaintiff may be *essoined* if his Plaint be enter'd; but if he make Default, then the Defendant may demand Judgment of the Nonsuit, and shall have Return of the Distress, and the Plaintiff and his Pledges shall be in *Misericordia*; but the Defendant may not be *essoined* at the first Day, for if he make Default, then the Distress shall be awarded to the Plaintiff; but if the Plaintiff and Defendant both appear the first Day *per* Attorney, or in Person, then the Plaintiff ought to put in his Declaration.

If the Return of Pledges be by Writ, then if the Plaintiff be nonsuited, &c. and upon the *Retorno habendo* the Sheriff returns *Averia elongata*, &c. the Plaintiff may have a Writ to have Return of the Beasts of Pledges; but if the Deliverance were by Plaint, the Plaintiff can have no such Writ; and if
upon

upon the Writ, to have Return of the Beasts of the Pledges, the Sheriff returns *Nihil*, the Plaintiff may have a *Scire fac'* against the Sheriff, *q. d. Reddit & tot averia, & tot catalla.*

In Replevin, the Taking of the Beast was alledged to be in *Quibusdam Locis vocat' D. & equa: Per Cur'*, it is not good; for all the Beasts cannot be taken in several Places. *Lit. Rep. 37.*

*Of what Things a Man shall have a Replevin,
and who shall have it.*

One who had but a special Property shall have a Replevin, as when Goods are pledg'd to him, or taken by him, to compester his Land. *1 Inst. 145. b.*

A Replevin lies of such Things of which a Man hath a qualify'd Property, as in Things *feræ naturæ*, which are made tame; as of an Hawk, *foret examen apium habent enim animum revertendi.* *2 Rol. Ab. 430.*

Of Wood within a Forest.

Of a Barge.

Of a Mastiff.

Of Grain in a Waggon.

Of Yarn.

But not of Deeds and Chattels concerning Land. *1 Brownl. 168.*

If the Cattle of a Feme sole be taken, and afterwards she marry an Husband, the Husband alone may have Replevin.

Of Courts-Baron.

If the Beasts of divers several Men be taken, they cannot join in a Replevin, but every one must have a several Replevin. 1 *Inst.* 145. 6, 4.

If the Beasts of another Man are manuring my Land, and agisting my Land, *Levass* and *Couchant*, and are taken by an Estranger, I shall have a Replevin. 2. *Roll. Abr.* 430.

Administration shall have Replevin *de bonis Testatoris. Lib. Int.* 430.

Executors shall have it for Goods taken in the Testator's Time, and for Goods that were the Testator's. Before *Probate*, Replevin affirms Property, and the Executor shall well have it. *Sid.* 82. *Arundel and Trovill.*

Jointenants and Tenants in Common shall join in Replevin; but if two others join, the Writ shall abate.

He that hath not Property general, special, or qualify'd, shall not have Replevin: But an *Agistee manuree Bailee* shall have it. See further of these Matters in my Treatise of Replevins.

Withernam.

Withernam, *what it is, and what Cases awarded.*

It is not *Vetitum Namium*, but *Iteratum Namium*, or *Iterum captio*, from the Saxon or German *Wedernaam*; and lies when the Sheriff upon Replevy cannot make Delivery to the Party distrained; then this Writ is directed to him for the Taking as many of the other's Goods or Beasts into his Keeping, until he hath made Deliverance of the first Distress.

If the Sheriff return *Fugavit* in another County, or that the Bailiff of the Liberty returns *Elongata*, or that he cannot have the View; in these Cases *Witbernarn* shall be awarded. 1 Rep. 146. *Mayow's Case*.

The Plaintiff may be nonsuited after *Witbernarn*, and the Beasts returned. *Dyer* 189.

In Replevin the Defendant claims Property, and upon this issues a *Proprietate probanda*; and the Sheriff returns that the Property is to the Plaintiff, and that the Defendant had eloined the Beasts; *Witbernarn* shall be awarded. 2 Roll. Abr. 415.

The Writ of *Witbernarn* ought to rehearse the Return of the Sheriff.

If Cows or Horses be delivered in *Witbernarn*, he may milk the Cows, or reasonably work the Horses. 1 Leon. 220.

In Replevin the Defendant avowed for Damage-feasant, and Issue found for the Avowant, and Damages assessed, and now issues a *Retorno habendo*: The Sheriff returns *Averia elongata*; *Witbernarn* was awarded; the Plaintiff came and tendered the Damages in Court, and submitted to pay 2 s. 4 d. as a Fine for Contempt, and the *Witbernarn* was stayed. 2 Leon. 174.

Cattle taken in *Witbernarn* are not replevisable; but upon Satisfaction of the Damages, he shall have a Writ of Restitution of the Cattle, and for the Food he had the Occupation of Cattle. *Cre. Eliz.* 162. *Austy and Johnson*.

Second Deliverance.

At Common Law a Man might have been nonsuited in Replevin, and had new ones *in Infinitum*; but *W. 2. c. 2.* doth restrain the Plaintiff from having more Replevins after Nonsuit, but gives the Writ of *Second Deliverance*. *2 Inst. 340.*

At this Day, if the Writ abate by Plea or Confession, there shall be another Replevin; but if Judgment be given against the Plaintiff upon Demurrer or Verdict, then there shall be no *Second Deliverance*, for this Act only meddles in Cases of Nonsuit. *2 Inst. 340. 3 Leon. 49.*

The Writ of *Secunda Deliberatione*, given by *W. 2. c. 2.* is a Writ judicial, issuing out of the former Record of the Replevin, wherein the Nonsuit was. *2 Inst. 341.*

This Writ is a *Supersedeas* in Law to the Sheriff, that he make no Return to the Defendant upon the former Nonsuit; it is to no other Purpose than to revive the former Plaint. *Dyer 41.*

If he be nonsuited in a *Second Deliverance*, he shall not have another Writ.

Regularly this judicial Writ shall not vary from the Record, it ought to agree with the Replevin in Time, Place, and Number.

If after Nonsuit the Sheriff return *Averia elongata*, and the Defendant upon the *Witbernam* hath other Beasts delivered, yet the Plaintiff must have his *Second Deliverance* of the first Beasts. *2 Roll. Abr. 435.*

Proprietate

Proprietate Probanda.

Where the Defendant, when the Sheriff comes to replevy, claims Property, the Sheriff cannot proceed; for it is a Rule in Law, that Property ought to be tried by Writ: Therefore in that Case, where the Trial is by Plaintiff, the Plaintiff may have a Writ *de Proprietate probanda*, directed to the Sheriff to try the Property; and if found for the Plaintiff, the Sheriff to make Deliverance; if for the Defendant, then he can no further proceed: Yet the Plaintiff in such Case may have a Writ of Replevin to the Sheriff, and if he return a Claim of Property, it shall proceed in the Common Pleas, where the Property shall be put in Issue, and finally tried. 1 *Inst.* 248. 1 *Brownl.* 167. This Writ must issue out of Chancery. *Quere Inst. Leg.* 446.

If the Defendant in Replevin in Court claims the Property, and it be found against him, the Plaintiff shall recover the Value of the Cattle and Damages. 1 *Brownl.* 168.

If the Defendant plead in Abatement of the Writ, that the Property is in the Plaintiff and another, and the Plaintiff confess it, by which the Writ shall abate by Award upon the Roll, and a *Retorno habendo* be accorded to the Defendant, yet the Plaintiff shall have a new Replevin. 1 *Brownl.* 168.

In Replevy it's a good Plea to say, That the Property is to the Plaintiff and a Stranger, and where there is Two Plaintiffs, that the Property is in one of them. 1 *Inst.* 145. b. Plea of Property.

If the Defendant in Replevin claims Property falsely, and it is so found in *Proprietate probanda*,

probanda, he shall be fined and imprisoned.
8 Rep. 60. *Beecher's Case*.

So it is in *Mr. Dalton*. If the Party that took the Goods claim Property in them in the County-Court, then the Power of the Sheriff determineth, so as he may not replevy or deliver the same, whether it were by Plaint or Writ: Not that the Servant may not claim Property for his Master, and a Stranger may not claim Property; but one Defendant may claim Property upon Replevin directed to the Sheriff: If the Defendant claimeth Property, the Sheriff must not make Deliverance, but return, *Quod Defendant Clamavit averia, &c. esse sua*. And then upon the Writ *De Proprietate probanda*, the Sheriff in his County-Court, and before the Coroners shall impanel a Jury to enquire of the Property, (*scilicet*) to whom the Property at the Time of the Taking was, and if the Property be found in the Defendant, the Plaintiff shall be amerced by the Sheriff; and if it be found that the Defendant had nothing in the Cattle or the Goods, then he shall yield Damages to the Plaintiff, and shall also by the Justices be committed to Prison, there to remain until he hath paid a Fine to the King, and the Sheriff may presently attach the Defendant.

In Trespass against the Defendant, he justifieth as Bailiff by Precept of the Steward of *Halifax*; in Replevin the Plaintiff claimed Property, *super quo* a Writ went to the Sheriff to enquire of the Value which is found, and *Lib. super. quo Preceptum est* to the Bailiff to distrain; to which the Plaintiff demurred, because without Writ *de Proprietate*; all is *Coram*

non judice, and of this the Bailiff should have taken Notice at his Peril. 1 Cr. 394. which the Court agreed. 2. Here is no Judgment at all but a Writ to enquire, which extends not to inferior Courts by a late Statute 17 Car. 2. c. 7. which the Court agreed, for they must take a *Witbernarn* on *Averia elongata* returned, and a *Retorno habendo* awarded. Judgment *pro Quer.* 2 Keb. 550. *Witley* and *Buttomley*.

Note, That in a *proprietary probanda*, the Jury are not to enquire, but only to or in whom the Property was at the Time of the Taking: And in such Case the very Title of the Cattle or Goods shall be tried, and given in Evidence before the Sheriff. This Writ of *Proprietary probanda* shall not be granted, but where the Replevin is sued by Writ.

As for the Form of the Precept from the Sheriff to the Bailiff to take Beasts of the Defendant in *Witbernarn*, it must be in Writing.

Gage Deliverance.

Is where one sueth a Replevin, but hath not the Delivery of the Goods, and the other avoweth, and the Plaintiff sheweth that the Defendant is yet possess'd of the Goods, &c. and prayeth that the Defendant may *gage Deliverance*; then he shall put in Sureties and Pledges for the Deliverance, and a Writ shall go forth to the Sheriff to re-deliver them.

If the Defendant appear upon the *Pluries Witbernarn*, he shall *gage Deliverance.* 2 Brownl. 168.

If

Of Courts-Baron.

If the Defendant after an Avowry will not *gage Deliverance*, he shall be imprisoned for the Contempt. *Id. ibid.*

If the Defendant pleads *Locus in quo, &c.* is *Liberum tenementum*, and justify as his Freehold, then the County-Court can proceed no further.

If the Defendant pleads *Locus in quo, &c.* is ancient Demesne, and avows the Taking there, he shall *gage Deliverance*. 2 Roll. 431.

If the Defendant pleads a Recovery in an inferior Court, and that these Goods were delivered to him in Execution, he shall not *gage Deliverance*, because he hath claimed Property by this.

In Replevin, if the Defendant claim Property, the Plaintiff shall *gage Deliverance* of the Beasts of the Defendant that he had in *Withernam*. *Dyer* 189.

Deliverance shall not be gaged before *Avowry*.

Recaption.

A Man distrained for Rent or Services, &c. and after hanging the Plea either before the Sheriff or in B. C. if he that distrained distrains again for the same Rent and Service and for the same Cause, he which is so distrained shall have this Writ, and it shall be *contra pacem*, but not *Vi & Armis*. 9 Rep. 50.

In Recaption, the Defendant shall not make Avowry as he shall do in Replevin, but justify the Taking, &c. as he shall in *Trespass*;

pals; for the Plaintiff shall recover Damages only in the Recaption for the Contempt, and not for the Taking or Detaining of the Beasts. N. B. 72. b.

If a Man be convicted in a Writ of Recaption before the Sheriff, he shall be amerced, and render Damages for the Contempt; but if it be before Justices, he shall be fined, and render Damages. N. B. 73.

Where the Replevy is by Plaint, and the Defendant pleads, *Locus in quo, &c. is Liberum tenementum*, then it may be removed out of the County into the Common Pleas by a Recorder, and the Sheriff is hereupon to summon the other Parry to be in B. C. at a Day certain, and of all this he is to make a Certificate under his own Seal, and the Seals of Four Suitors of the same Court. The Plaintiff may remove it without putting any Cause into the Writ; but the Defendant shall not remove it without shewing Cause in the Writ. 2 Inst. 339.

In Declaration in Replevin, the Plaintiff ought to alledge a Place certain where the Taking was. Doct. Plit. 313.

In the Declaration there was no Place assigned, where the Taking was but a Town, it's ill on Demurrer.

But the Declaration need not mention the Value.

Ancient Demesne is a good Plea in Replevin, 5 Rep. 105. Defendant pleads, *Non est culpabilis de captione infra sex annos jam ultimo Elapsos*. It is not good; he doth not answer to the Detainer, and a Man may distraign

strain a Thing lawfully, and yet detain it unlawfully, as putting it into a Castle. *Sid. 82*

But for the better Clearing these Particulars of Distresses and Replevins, Two late Statutes have been enacted, which have altered the Law in several material Points, *viz.*

Stat. 2 W.
& M. of
Distresses,
&c.

By Stat. 2 *W. & M. sess. 1. c. 5.* it is enacted, 1. That where any Goods or Chattels shall be distrained for Rent reserved and due upon Demise, Lease, or Contract, and the Tenant or Owner shall not within Five Days after such Distress and Notice thereof (with the Cause of such Taking) left at the Mansion-House or other most notorious Place of the Premises charg'd with the Rent, replevy the same, the Person distraining may with the Sheriff or Under-Sheriff of the County, or Constable of the Hundred, Parish, or Place where, &c. who are hereby required to assist, cause the Distress to be appraised by Two sworn Appraisers, whom such Sheriff, &c. shall swear to appraise them truly, according to the best of their Understanding, and after such Appraisement, may sell the same towards the Satisfaction of the Rent and Charges of the Distress and Appraisement, leaving the Overplus, if any be, in the Hands of the Sheriff, &c. for the Owner's Use.

2. It shall be lawful to distrain for Rent-Arrear as aforesaid, any Sheaves or Cocks of Corn, or Corn loose or in the Straw, or Hay in any Barn or Granary, or upon any Hovel, Stack or Rick, or otherwise, and to lock up and detain the same in the Place where found,

till replevied as aforesaid ; and in Default of Replevying within the Time aforesaid. to sell the same after Appraisement as aforesaid ; yet so that it be not removed to the Damage of the Owner, but kept where so found and seiz'd, as impounded, till it be replevied or sold.

3. Upon any Pound-breach or Rescous of Goods distrain'd for Rent, the Person grieved shall have a special Action on the Case, and recover treble Damages and Costs of Suit against the Offenders, or against the Owner of the Goods, if they come to his Use or Possession.

4. And if any such Distress and Sale as aforesaid shall be made where there is no Rent due, the Owner of the Goods may by Action of Trespass, or upon the Case, against the Persons distraining, recover double the Value of the Goods distrained, with full Costs of Suit.

By Stat. 8 *Annæ*, cap. 17. it is enacted, I. Stat. 8 Ann. c. 17. That no Goods or Chattels on any Messuages, Lands, &c. leased to any Tenant, shall be taken by Execution, &c. unless the Party suing the same shall before Removal of such Goods, &c. pay the Landlord the Rent that shall be due at the Time of such Taking.

2. Provided, That if more than a Year's Rent be due, the Party suing such Execution, on Payment of one Year's Rent, may proceed to execute his Judgment, and the Sheriff, &c. is to levy and pay the Plaintiff as well the Money so paid for Rent, as the Execution-Money.

I

3. Any

3. Any Tenant fraudulently carrying off from the demised Messuages, &c. his Goods or Chattels, with Intent to prevent the Landlord from distraining, the Landlord may within Five Days take and seize such Goods wherever they shall be found, as a Distress for the Arrears of such Rent, and may dispose and sell the same as if distrained upon the demised Premises.

4. But nothing in this Act shall impose on the Landlord to seize any Goods, which shall be *bona fide* sold for a valuable Consideration before Seizure.

5. Any Person having Rent due or in arrear upon any Lease for *Life*, may bring an Action of Debt for such Arrears, &c. in the same Manner as he might, if such Rent were due and reserved on a Lease for *Years*. All Distresses hereby made, shall be liable to such Sales, &c. and the Monies arising by such Sales, shall be distributed, as by the Act 2 W. & M. is directed. *Vide supra*.

6. And any Person having Rent in arrear due upon any Lease determined, may distrain for such Arrears in the same Manner as if such Lease had not been determined, so as the Distress be made within Six Calendar Months after the Determination of such Lease, and during such Landlord's Title, and during the Possession of the Tenant from whom such Arrears become due.

7. Nothing in this Act shall extend to prejudice Her Majesty or Successors, in levying or seizing any Debts, Fines, Forfeitures, &c. due to Her Majesty, &c.

Of Wreck, &c.

The Lords of divers Manors, bordering on the Sea, are entitled to what the Law calls *wreckum maris*, or Wreck of the Sea; *viz.* whatsoever Goods or Things as are cast up by the Sea, and left on the Land or Shore. 5 Co. 106. And by the Common Law all Wrecks did belong to the King, and therefore not chargeable with any Customs; nor are they by Stat. 12 Car. 2. c. 4. or any other Law. *Vaugh.* 164, 165, &c.

And Wreck can have no other Proprietor but whom the Law makes; *viz.* the King or his Grantee, *i. e.* the Lord of a Manor (next the Sea) and they can have no absolute Property therein, till after the Year and the Day. *Vaugh.* 168. In what Cases the Year and Day is given by the Common Law, see 5 Co. 107. b.

Where a Man, Dog, or Cat escapes alive out of the Ship, neither the Ship nor any thing therein shall be adjudged Wreck. *Stat. West.* 1. 3 E. 3. c. 4.

Wreck, Waif, and Estray may be claimed by Prescription. See 9 Co. 28. and the Manner of pleading or claiming Wreck by Prescription, see 5 Co. 106.

Goods derelict may be Wreck. *Vaugh.* 168. but neither *Flotsam* (Goods floating on the Sea). *Fetsam* (Goods cast out of the Ship) or *Ligan* (Goods or Things tied to a Buoy, &c.) can be Wreck, while they continue in the Sea. But if they are cast on the Land, they

they become wreck; because they are then *infra copus comitatus*, and belong to the Lord of the Manor; but while they are at Sea, they belong to the Admiral.

Trespass was brought for taking and carrying away an Anchor and Cable. The Defendant justified, for that *William Wharton and Benjamin Took* were Lords of the Manor of *Billing*, in the Parish of *East-Dean*, in *Sussex*; which Manor lies next the Sea, and then sets forth a Custom in the Manor, for the Lords thereof for the Time being, when a Ship is wrecked there and cast on the Lands held thereof, *inter fluxum & refluxum maris*, to bury the Dead, and take care of those who are Living, and cast on the Land sick or wounded, and to preserve the shipwreck'd Goods for the Use of the Owners; and in Consideration thereof, the Custom, &c. was for the said Lords to have the best *Anchor and Cable* for his own Use; and so brings his Case within the Custom; and justifies the Taking, &c. as Servant to the said Lords, and by their Command, &c. And on a Demurrer to this Plea, it was objected that this was an unreasonable Custom, there being no good Consideration to support it. For what is alledged in the Plea, is no more than what not only the Lord of the Manor, but every body else is obliged to do in common Charity. But adjudged that a Thing may be good by Custom, without any other Consideration to support it; and which would not be good by Prescription without a Consideration: For Instance, A Custom to turn his Plough on another's Land, is good, because Plowing the Ground is for the publ^{ic}

Benefit ; and so is the Custom alledged in this Plea ; viz. for the Encouragement of Navigation. It is true, to take Care of the Sick and Wounded is a *Charity* ; but it is not unreasonable to have some Manner of Recompence for Acts of Charity. And the Defendant had his Judgment. 3 *Levinz.* 307. *Simpson versus Bythwood.*

In a special Verdict in *Trover*, for an Anchor and Cable ; the Plaintiff was possessed of the said Anchor and Cable ; and that the Manor of *M.* in *Sussex*, bordered on the High Sea ; and that a Custom is in the said Manor, That if any Ship or Boat sailing on the Sea, strikes on the Land held of the said Manor, and perishes, though it is not wreck, yet the best Anchor and Cable thereof belongs to the Lord of the said Manor ; and that the Ship to which this Anchor, &c. belonged, did strike on the Ground and Soil of the said Manor, & *adtunc & ibidem periit*, but that all the Seamen were saved ; and that the Defendant seised the said Anchor and Cable for the Use of the Lord, &c. This Plea was adjudged ill, because no Custom or Salvage was found ; so that the Custom was void, having no Manner of Consideration to support it. 3 *Lev.* 85. *Geer versus Burtenshaw.*

Of Waifes, &c.

Bona Voiviata or *Derelicta*, are where a Felon hath stolen Goods, and upon *Hue* and *Cry*, or other Pursuit after him, he waived the Goods ; or where the Felon for Fear to be apprehended,

hended, (thinking that Pursuit is made after him, or otherwise to ease himself of his Carriage) he having the Goods with him in his Possession, flieth and waiveth, casteth away, or goes from the Goods: In this Case the Goods are forfeited to the King, or to the Lord of the Manor or Franchise, to whom the same is granted; the Sheriff is to sell them for the King's Use, and the Lord for his own.

And yet the Party robbed, or Owner of the Goods, shall be restored to his Goods again; viz. if he make fresh Suit, whether he be taken or not, at Common Law; and by Stat. 21 H. 8. c. 11. if he cause the Felon to be thereof attainted, or procure another to give Evidence upon the Indictment.

But if the Felon had not the Goods with or about him when he fled (having perhaps had them or left them in his own House, or in the House or Custody of any other, or left within any Man's Manor, or had them in the Ground, and then fled) these Goods are not forfeited or waived Goods, but that the Owner may take them again when he will, without fresh Suit made after the Felon, or without causing him to be attainted; there can be no other Waife properly, but of Goods that are stolen. 5 Rep. 109.

If a Merchant Alien come into this Realm per safe Conduct, and the Goods are stolen, these Goods may not be Waife, for the King hath granted to him *Salvum & Securus conductum in Bonis quam in Corpore*, and they cannot seize those Goods as Waifes.

In Pursuance of *Coke*, 5 *Rep.* Action on the Case was brought by R. versus D. for mis-using the Plaintiff's Horse, &c. The Plaintiff declared, that the said Horse was stolen by Three Felons, after whom the Plaintiff makes fresh Suit, and that the Felons were apprehended and attainted at his Suit before Justice *Windham*, and that the said Horse came into the Hand of the Defendant, who mis-used him *ut supra*. Defendant pleads, That before that and the Attainder of the Felons, the Felons had waived the said Horse in his Manor, in which Manor he had Waife and Stray; and *per Cur'* this is no Plea without traversing the fresh Suit, for by the fresh Suit the Property of the Plaintiff in the said Horse was preserved, and so upon the Mis-usor Action lies. 2 *Leon.* 192. Property preserved by fresh Suit.

Action upon Trover for Goods, the Defendant justifies as Servant to the Sheriff of *Middlesex*, because the Plaintiff had stolen those Goods, and carried them to D. within the County of *Middlesex*, at which Place the Defendant seized them *ut Bona vaiuiata*; and without Argument it was adjudged *pro Quer.* for he ought to alledge a Felony committed, and that the Goods were waived by the Felon; but it is not alledged that the Felon waived them. *Cr. El.* 611. *Davie's Case.*

Trover and Conversion of Twenty Sheep; the Defendant pleads, the Queen was, and yet is, seized of the Manor of N. in *com. B.* and that *Malefactores ignoti* stole those Sheep from the Plaintiff, and brought them within the same Manor, and there waived them;

whereupon the Defendant, as the Queen's Bailiff, seised them, which is the same Trover and Conversion, and prays in Aid of the Queen: The Plaintiff demurs specially:

1. Because the Plea concludes with an Aid-Prize, which being personally, and for a Chattel only, is not good, *q. d. fuit Concessum*.

2. He justifies for a Seizure, and answers not the Conversion, and the Seizure is not any Conversion; therefore he ought to have answered or traversed it.

3. When one justifies for Seizure of Goods, as waived, he ought to shew that Pursuit was made after the Felon, and that he waived them; otherwise they are not waived. *Per Cur'* he need not alledge any Pursuit of the Felon; it ought to be alledged that the Felon fled, for that he was in Fear to be apprehended, and for that Cause waived them; the Reason of the Forfeiture is, because the Party did not pursue; but the Judgment could not be in Matter of Bar, because the Plea was not in Bar, but concludes, *Si Regina interconsulta, &c.* *Cro. El. 693. Foxley and Amersly.*

Goods waived, the Owner may seise them Twenty Years after, if neither the Lord of the Franchise nor the King seise before.

If one have a Waife, and it be taken out of his Manor, he shall have Trespass without seising.

Where Goods are waived, and the Lord seises them, the Property is changed, that the Owner shall not have them without suing an Appeal of fresh Suit, notwithstanding the Statute 21 H. 8. c. 11. *Rastal Restit. 2.*

Of Estrays, &c.

If any Beast (not wild) be found within any Lordship, and not owned by any Man, if it be cried according to Law in the next Market-Town, and be not claimed by the Owner in one Year and a Day, it falls to the Lord by the Common Law. The Estray shall be proclaimed in the two next Market-Towns, and two next Market-Days, one in one Town, and another in the other; and if they are claimed within the Year and a Day, the Owner shall have them, and he who took the Estray may keep them till he be satisfied for the Finding, Keeping, and Proclaiming of the Beasts. *Vide Stat. 27 H. 8. cap. 7.* to be in the Church of the Parish.

Estray in-
to what
Place the
Title.

If a Man have a Waif or Estray by Prescription, and another taketh it out of his Manor, he shall have Trespass, though he did not seize them before.

If one have an Estray by three Quarters of a Year, and after that it strays, and another happens on it within his Manor, the second shall not have it, for he hath no Property till the Year and a Day, and Proclamation are over.

Action of Trover and Conversion of a Cow *apud Salop*: The Defendant pleaded, the Queen was seised in Fee of such a Ma-

K 3

nor,

nor, and demised it, and all Estrays there-
in, &c. to J. S. per Life, and conveys it by
mean Conveyances to himself, and that this
Cow came thither as an Estray; whereupon
he seised her, and caused her to be proclaim-
ed in the two next Market-Towns adjoining,
and the Plaintiff claimed Property; and the
Defendant demanding of him to pay for her
Feeding, that he refused, and thereupon de-
nied to deliver the Cow, and traverseth that
he is Guilty of the Conversion *apud Salop.*
And it was demurred, 1. Because he alledg-
eth not the Letters Patent. 2. Because he al-
ledgeth not that the Proclamation was made
in the Parish-Church. 3. Because he tra-
verseth the Vill. And it was adjudged *pro*
Quer. Cr. El. 2. 6. *Brownl. and Lamber.*

Trespas *Quare cepit & abduxit* a Gelding
pretii 5 l. The Defendant justifies as the
King's Bailiff of the Manor of E. for that
he had Waifs and Strays there, and took
that Gelding coming there as an Estray, and
kept and detained him as an Estray, until
afterwards the Plaintiff retook and reseis-
ed him, *Quæ est eadem captio & abductio.*
The Plaintiff replies, That the Defendant
seised him such a Day and Year, and
that the Defendant *postea* (Two Days af-
ter), and before this Reseisure, laboured
the said Gelding, riding upon him, and
drawing with him, by which he was much
damnified, & *hoc, &c.* The Defendant
demurred, it being a Departure; *sed non*
allocatur. In Trespas it is no Plea to say,
he had his Goods again; for that is only to
be

be given in Evidence in Mitigation of Damages. *Per Cur'*, This Using of the Estray was an Abusing thereof; for it is not lawful for any to use it in any Manner, unless in Case of Necessity, and for the Benefit of the Owner, as to milk Milch Kine, because otherwise they would be spoiled and so of the like; but to use a stray Horse by Riding or Drawing, is tortious. Judgment *pro Quer'* Cr. El. 148. *Bagshaw*.

Lex-Gager.

An ancient Trial in Courts-Baron was by waging of Law.

There are Two Ways of waging Law, *viz.*

1. *Lex instanter*, when the Client will presently upon Pleading come into Court, and swear that he oweth nothing, &c. Then your Client must be ready at the Time when you plead, and the next Day, or second Day, bring him into Court, and let him do his Law, in which Case the Plaintiff cannot become nonsuited: But upon a Wager in Law, and a Day assigned, he may be nonsuited, and must pay Costs, and then he may bring an Action on the Case. Upon a *Lex instanter* the Plaintiff may imparle until another Day in another Term.

2. *Lex ad Diem*, where a Day is assigned: There is to be Fifteen Days at the least given for the doing thereof, after the Plea *Nil debet*

per Legem pleaded, i. e. Fifteen Days after the Coming in of the *Imparlance*.

The Defendant may wage his Law in Trespas upon the Plea Not guilty, *Dalt.* 172. unless it be *Contra in pacem*. *Q.* I think this is not practised. *1 Inst.* 275. *contra*.

If the Defendant fails to wage his Law, *viz.* If he make Default at the Day appointed by the Court; or if the Testimonies refuse to depose, &c. or if all the Testimonies do not come, (except the Court dispense with the Testimonies) the Plaintiff shall recover all his Demand, with his Damages, according to his Declaration, without any Taxation of the Court.

In ancient Time, the Defendant put in his Surety to make his Law at the Day; hence it's called *Waging Law*: But the Defendant ought to bring with him Eleven Persons of his Neighbours, that will avow upon their Oath, that in their Consciences he saith Truth.

In no Case where a Contempt, Trespass, Deccit, or Injury, is supposed in the Defendant, shall he wage his Law, because the Law will not trust him in such Cases to discharge himself by Oath.

In Action of Debt which concerns the Realty, as for Rent upon a Lease for Years, or in Detinue for detaining of an Indenture of a Lease for Years, the Defendant shall not wage his Law.

Account

In Actions of Account against a Bailiff of a Manor, or against a Guardian in Socage, the Defendant cannot wage his Law, because it soundeth in the Realty, *1 Inst.* 90. *b.*

Sed vide 10 Co. 103. *Denbawd's Case*. When the Account is made before Auditors, the Defendant may wage his Law.

In Debt for Money lent, or Book-Debt, or in Action of Detinue, or in Covenant, or in Replevin, the Defendant may wage his Law. So in Debt on Arbitrament, for Money awarded. Debt, Detinue, Covenant, &c.

In Action of Debt for a Fine or Amerciam^{ents}ment in a Leet, the Defendant shall not wage his Law, because the Leet is a Court of Record; but in Debt for Amerciam^{ents}ment in a Court-Baron, he may wage his Law. Fines and Amerciaments.

Where a Man is charged as Executor or Administrator, he shall not wage Law; for a Man shall not wage Law of another Man's Deed. Also an Infant under Twenty-one Years shall not wage his Law. Executors. Infants.

A Feme Covert of full Age, together with her Husband, may wage her Law for the Debt of the Wife incurr'd before Coverture. Feme Coverts.
1 *Inst.* 172.

A Man that is become infamous shall not wage his Law as outlawed, attainted in Attaint, or upon Indictment of Conspiracy or Perjury. Infamous.

In Debt for Wages, the Defendant may wage his Law, except the Retainer be according to the Statute of Labourers. Wages.

In Detinue of a Chest with Writings sealed, or of a Box unsealed with Writings, the Defendant may wage his Law. Detinue.

A Man shall not wage his Law in a *Quo Quo Minus minus*. 4 *Rep.* 45.

One who was dumb waged his Law by Signs, 18 *Ed.* 3. f. 53. The Words were read

read to him, and he put his Hands upon the Book.

Prisoner. Debt against a Prisoner for his Meat, he shall not have his Law, for the Plaintiff is compellable to give it to him. Otherwise for Tabling a Man at large.

Attorney's Fees. In Action of Debt brought by an Attorney for his Fees, the Defendant shall not wage his Law, because he is compellable to be his Attorney.

Servants Wages. And so if a Servant be retained according to the Statute of Labourers in Action of Debt for his Salary, his Master shall not wage his Law, because he was compellable to serve: Otherwise shall it be if he be not retained according to the Statute.

In Debt on Penal Laws. In Debt on Penalty given by Statute, the Defendant shall wage his Law. 1 *Inst.* 295.

Debt was brought by Sir *Thomas Tyndal*, upon a Pain forfeited for the breaking of a By-Law in a Court-Baron against *Tiler*, and the Party was received to wage his Law. 1 *Leon.* 204.

Upon Examination of the Defendant, when the Defendant was ready to wage his Law; it appeared that the Plaintiff and the Defendant were reciprocally engaged to each other, and upon Conference between them before the Action brought, there was an Accord between them, that the Plaintiff should give to the Defendant such a Sum, (which he had done,) and that the one should go quite against the other. *Per Cur'*, Upon this Matter the Defendant cannot safely wage his Law, for a Debt cannot be extinguished by Word. 3 *Leon.* 258. *Sanderfen's Case.* But the

the Reason given in the same Case, in the 2d Part, 212. It is but an Agreement, which cannot be executed but by Release or Acquittance.

By-Laws in Courts { Customary,
Baron,
Leet.

(Vide *Amerciaments, Fines Common.*)

The Custom was That the Steward of a Manor might make Laws and Ordinances for the well-ordering of the Common, and to assess a Penalty on those who broke those By-Laws; also to prescribe to distrain for the Penalty. *Per Cur'*, The Custom is reasonable, and the Difference is where the Law and Ordinance takes away the whole Profit of the Commoners, and where it abridgeth it only; and the Commoners are bound to take Notice of these Ordinances. *Marsh Rep.* 28. *James and Titney.*

Custom to make By-Laws; and this Law was made, That no Tenant of the Manor should put into such a Common any Steer, being an Year old or more, upon Pain of 6*d.* for every such Offence; and that it should be lawful to distrain for the same. It's void in Law; for it's against common Right, where a Man has Common for all his Cattle commonable, to restrain him from one Kind of Cattle: Had it been that none should put in his Cattle before such a Day,
that

that had been good, for this does not take away, but order the Right. 1 *Leon.* 190. *Erbery* and *Lalson*.

Inhabitants in a Vill without Custom may make By-Laws or Ordinances for Reparation of a Church, or of an Highway, or of such Thing which is for the publick Good, and in such Case the greater Part shall bind all without any Custom; but if it be for their own private Profit, for the well ordering of their Common or Pasture, or such like, then without Custom they cannot make By-Laws. 5 *Rep.* 63, 64.

In Debt the Plaintiff declares, That C. and J. were seized of the Hundred of L within the Precinct of which Hundred, the Inhabitants have used to have Common of Pasture; then he sets forth, that C. and J. Time out of Memory, have had a Court-Leet belonging to the said Hundred, of all the Inhabitants and Resiants within this Hundred; then he sets forth a Custom within this Hundred, that the Jurors of the Court-Leet have been sworn to enquire and present all Things which are enquirable and presentable; and that the Lord of this Court by his Steward may make By-Laws for the Commoners, and impose reasonable Penalties upon the Forfeitures of the By-Laws. The Earl of *Exeter*, Lord by his Steward of the Hundred-Court, so order'd, That the Great Marsh or Fen should be clear of all Manner of Geese, Cattle, and Sheep, from the 2d Day of *February* to the 1st Day of *August*; and if not, then every Proprietor of such Cattle should forfeit to the Lord,

Lord, for an Horse 10 s. for a Cow 6 s. 8 d. &c. He avers, the Defendant was an Inhabitant in the Hundred, and had Common and Pasture, and that the Defendant had Notice of this By-Law, and was presented, and would not pay; whereupon the Action of Debt was brought, and Verdict for the Plaintiff. In Arrest of Judgment it was moved, That it's not proper at a Leet to make By-Laws for Commoners; and it is a Rule in our Books, That the Jurisdiction of the Leet is only about Matters of Publick Peace, 4 *Inst.* 265. N. B. 82. And see *Cook's Magna Charta* 71, 72, 73. And so there is a Difference between a Court-Leet and a Court-Baron; a Court-Leet is the King's Court, and hath Jurisdiction of publick Common Nufances; but a Court-Baron is private amongst themselves, and may make By-Laws for their particular private Benefits.

9 H. 6. 44. A Presentment was in a Leet, That J. S. had inclosed certain Lands which ought to lie fresh on the Common of the Inhabitants; and adjudged a void Presentment, tho' he concluded *Ad nocumentum Inhabitantium*: The Reason is, It is a Wrong, but no Nufance.

Bridgman Chief Justice: The Question is, Whether Custom cannot make a By-Law here, especially concurring with the Consent of the Inhabitants? But he being removed to be Lord-Keeper, it was spoke to by three Judges.

Wild:

Wild: The Leet by a Custom may make such By-Laws, tho' not originally; this Custom may have reasonable Commencement, for it might be agreed at the first Settlement of the Common by all Parties, that By-Laws should be at the Leet.

Archer of the same Opinion: Had it been a Court-Baron, there had been no Doubt of it. True, all Leets in Grofs cannot meddle with Common; but some may, *Gr. El.* 448. and especially such as this, that appertains to an Hundred; and held the Custom sufficient to give Jurisdiction.

Tirrel contra. It is not good: Leets are to meddle with Things belonging to the Peace; and it is no more proper for them to meddle with Commons, than for a Court-Baron to be intitled to Pleas of the Crown. If the Leet may make one By-Law, the Court-Baron may make another; and how shall one know which is to be obeyed? As to the Cases put on the other Side, they must be understood where Courts-Leet and Courts-Baron are held together. Judgment *pro Quer'*. *Carter's Rep.* 173. *Earl of Exeter against Smith.*

Counsel excepted to Indictment of Refcous of Cattle taken Damage-feasant by H.'s Servant, because this is Matter of private Property, being grounded on a By-Law for Regulation of Common presented in a Leet: And *per Cur'*, this is not Matter indictable. *Trin.* 21 *Car.* 2. *B. R.* the King and *Arnold.*

Amerciament

Amerciament. Fines.

Where Amerciament shall be in the Court-Leet, Hundred, or Court-Baron; which is good and lawful, and which not.

It was agreed in *Bullen's Case*, 6 Rep. 77. ^{Certum Letæ.} That the Lord of a Leet may well have a certain Sum, as 10 s. *pro certo Letæ*, of all the Resiants within his Leet, sometimes called *Capitagium*, and sometimes *Certum Letæ*: And this might have a reasonable Commencement when the Lord purchased the Leet for the Ease of the Resiants, so that they need not go to the Sheriff's Turn, but make their Suits real at the Lord's Leet. And in this Case the Issue was, Whether the Plaintiff was a Chief Pledge in the Court-Leet? And special Verdict was, That the Plaintiff was Resiant; and that he was certified at the said Leet to be a Chief Pledge by the Chief Pledges of the Leet: But he made Default, and was amerced 6 s. 8 d. *Per Amerciament.* ^{Cur'} They cannot adjudge him a Chief Pledge upon this Verdict: The Return of a Constable, or the Presentment of a Jury, in a Court-Leet, cannot make a Man Chief Pledge.

It's resolved in *Gresley's Case*, That if any ^{Fine.} Disturbance or Contempt be committed in a Court of Record, that the Judges may impose upon the Offenders a reasonable Fine; and a Leet is a Court of Record, and the Steward is Judge, and in such a Case he may impose a Fine; as if a Bailiff of a Leet refuse to execute his Office; so if a Tithingman,

man refuse to make Presentment in a Leet; so if a Jury-man in a Leet depart without giving his Verdict.

Their Difference.

2. It was resolv'd, That the Fine imposed on T. K. for refusing to be Constable when elected, need not be affeered, and there is a Difference between a Fine and Amerciament: For a Fine is always assessed *per Court*; but Amerciament is assessed by the Country, *i. e. per Jury*; and Amerciaments ought to be affeered, *i. e. taxed*: As, if the Plaintiff or Defendant be nonsuited, or if Judgment be given against the Tenant or Defendant, as upon a Misappearance, because the principal Party does not appear; or upon the Plaintiff, *Quia non est prosecut'*: or *pro falso clamore, &c.* The Justices never assess any Amerciaments; but by the Statutes they ought to be assessed *per pares*; but the Court in such Cases saith, *Ideo in mia'* generally, and the Clerk of the Warrants makes Estreats of these Amerciaments, and delivers them to the Clerk of the Assize in every Circuit, to deliver them to the Coroners in every County, to affeer, *i. e. to assess*; and such Assessment by them is held to be a good Satisfaction of the Statute of *Magna Charta*, for that they are thought most indifferent, being chosen by all the County; So if A. be amerced upon a Presentment for not repairing a Bridge or Highway in a Leet, it shall be affeered.

Amerciaments estreated.

But if a Jury or a Leet tax an Amerciament, this is sufficient without any Affeerment. And another Diversity is to be observed; if one be convicted before the Sheriff

rist in the County of a Recaption, he shall be but amerced, because the County-Court is no Court of Record: But if he be convicted of it in the Common Pleas, he shall be fined.

3. For Amerciaments by the Jury for Things done out of Court; Distress is incident *de communi Jure*: And so it is for Fines for Offences done in Court.

It was resolved in *Godfrey's Case*, 11 Rep. 1. Where Juries in a Court-Leet contemptuously refuse to present the *Certum Letæ* 10 s. and the Steward imposeth a Fine of 5 l. upon them; that this Fine imposed upon them jointly was not good, but it ought to have been several upon them, for the Refusal was several. In a Plaint sued by Two; if they are nonsuited, the Amerciament shall be several, and when Judgment is given in *B. R.* or *B. C.* against Two, *& ideo in mia'*; yet when this is assented by the Coroners *in Pass*, the Amerciament shall be upon them severally. But in some Cases, the Fine or Amerciament shall be imposed upon divers jointly, as upon a County, Hundred, Town, &c. For Escape of a Murderer, because of the Uncertainty of the Persons, and for Infiniteness of the Number.

Courts-Leet may fine, but not imprison; some Courts may neither fine nor imprison, but amerce; as Courts-Baron, County and Hundred Courts, they not being Courts of Record; for Amerciament in a Court-Baron, the Lord shall not distrain without Prescription. *Dyer* 322. But for Fine and all other

L

Amerci-

Amerciaments in Leet, Distress is incident of common Right.

A Man was amerced in a Court-Leet for receiving and keeping one in his House, who was not sworn to the King; and per Cur. No Goods shall be distrained for this Amerciament, but only the proper Goods of the Party amerced, although the Goods of others were *Levant* and *Couchant* on the Ground. The Prior of *Tindal* was amerced, and another Man's Goods were taken and distrained on the Ground of the Prior for the said Amerciament, and the Distress was not well taken, for a Fine and Amerciament are collateral Duties, and attend upon, and not charge the Soil, 41 Ed. 3. Co. 26.

W. brought Trespass against *L.* The Defendant justified that the Plaintiff was a common Baker dwelling in *T.* in the County of *N.* and that it was presented in a Leet, that he had sold Bread against the Assize in *Lociis vicinis*; whereupon he was amerced, and by Amerciament assessed to 10 s. and that by Precept out of Court, he did distress the Plaintiff, and the Court gave Judgment for the Plaintiff, for that it did not appear that the Offence was committed within the Jurisdiction of the Leet, which should have been specially pleaded, and the Plea is absurd: For it is said, he was amerced, without saying what, and that the Amerciament was assessed too; and the Jury must amerce to a certain Sum, which may be

Assessing

assessed and assessed by
and *Harding*.

Rob. 12

In Trespass for taking Goods, the Defendant justifies as Bailiff of the Bishop of *London*, who prescribes for the Goods of any Person amerced within the said Manor, that are on the Lands of such Person, and shews not what Estate he had, and this must at least be intended the Freehold, and the Distress is taken on a Tenant of the Party amerced. But the Prescription was to distrain by his Bailiff of the Manor, and here it's said only, the Defendant *ut Ballivus Episcopi*, and saith not *Manerii*: For which Cause *Jones* demurred, and this Defect was incurable, but [*ut Ballivus*], tho' similitudinary, is sufficient. Also this Offence is intended in Courts-Baron, being Ineroachment on Lord's Waste by the Building a Cottage. It was also held by the Court, that Prescription to sell a Stranger's Goods is ill; but only to distrain, is well enough. Also this Justification ought to sever, at which Court, whether at the Leet or Court-Baron, the Offence was done; and not to say generally, *ad Curiam visam, &c. & Baronis, &c.* And a Pain cannot be laid on a private Trespass to the Lord; *contra* on a Nuisance; but if this concern all the Tenants, a Pain may be set; as, on digging in a Common, which must be intended by a Tenant, not a Stranger, which owed no Duty to the Lord. P. 16. Car. 2. B. R. *Partridge and Walker*.

Council moved to quash a Presentment in the Leet for digging Coney-burroughs, which is not enquirable, and the conclusion *Ad commune nocumentum*, is not sufficient.

cient. *Keeling* agreed, they cannot amerce upon Presentments of Incroachments on the Waste, for such Enquiries are only to inform the Lord against whom to bring his Action; yet if any Man hath Common in another's Warren, the Owner of the Warren can dig no new Coney-burroughs, and so it hath been adjudged; but because this was at a Presentment at a Court-Leet and Court-Baron, and doth not distinguish at which, it's ill and void, although it conclude, *Ad commune nocument. Per tot Cur'* and *per Keeling C. J.* An Amerciament for a Trespass on the Soil of the Lord is not affeerable; but Amerciaments for other Trespases on the Common are; and *per Cur.* it was quash'd, 18 and 19 *Car. 2. Hale. B. R. the King and Ayres. Vid. 11 Co. Gresley's Case.*

Error of a Judgment in *Norwich* on *Indebitatus assump. pro 30 s.* and *Mutuatus* for 11 *d.* Costs, and assigned that as to Part, the Judgment was *pro* Defendant, *quod eat inde sine Die*, and the Plaintiff was not amerced, which was Error. 20 *Car. 2. Trin. B. R. Goodman and Blofeld.*

In Trespass, the Defendant justified by Amerciament in a Court Leet, which was affeered to 5 *l.* and for that he took the Coach and Horses. The Plaintiff traverseth, that she is not bound to repair the Way *ratione tenuræ*, in Default whereof the Distress was taken; Judgment *Si le* Plaintiff *ab actione precludi debet.* The Plaintiff demurs specially; *per Cur.* it's ill, it should be Judgment *& damna sua sibi adjudicari.* It was excepted, That no Time was given to pay

pay the Fine; *sed non allocatur*. This need not be shewed in Justification, and the Court agreed the Traverse good, and that a Lessee for Years cannot be bound *ratione tenuræ*; for this goeth to the Inheritance: But this Charge may go along with the House, but then it must be specially found who hath the Inheritance, and who the particular Estate. *Trin. Car. 2. B. R. Broughton and Bennet.*

Counsel excepted to a Presentment in a Leet for erecting a Cottage, not averring that there is no Land laid to it, nor *contra formam Statuti*, and it's no Offence at Common Law, therefore they cannot amerce by Affeerors, otherwise than on the Statute which was agreed *per Cur.* and that this lies not at the Common Law, nor is Four Acres of Copyhold sufficient within the Statute; but being for incroaching so many Foot, and erecting a Cottage *ad Commune nocumentum*; *per Cur.* it's well as to this, not as to the Cottage only. *Hill. 22 and 23 Car. 2. B. R. the King against Dickenson.*

It was excepted to a Presentment in a Leet, being only said to such a Sum, but not amerced to any Sum certain; but *per Cur.* the Jurors can only ascertain it, and not the Affeerors. *Hob. 129. contra.*

2. It was for incroaching on a Close of the Queen Mother's, *Ad commune nocumentum diste dam. Regine dotisse & Inhabitantium ville pred.* which *per Cur.* is ill; but on publick Nufance, a Pain may be set on Default of Abatement of the Nufance by a Day; for this is but on Information of the Lord, and no Amercia-

ment can be set, and so it was quash'd. *Hil.* 21, 22 *Car.* 2. B. R.

Amercia-
ment must
be by
Twelve.

In Debt for Amerciament in a Court Leet, for not appearing on Affeerment to 40 s. to which the Defendant demurred. 1. Because it's said the Leet was granted by K. James, and that the Defendant is a Tenant, and holds by Suit and Service, which is impossible that a Tenura can be created since that Time. 2. The Amerciament is but by a Jury of seven, which *per Cur.* is ill, and must be by Twelve. 3. It's said *Affeerunt*, not said by whom, nor *eandem Curiam*, which *per Cur.* is ill, and must be Twelve. *M.* 26 *Car.* 2. B. R. *Cutler* and *Creswick*.

In Debt for Fine assessed *ad Curiam visu Frank-plegii, & Baronis*: For that the Defendant put on his Hat in Presence and Contempt of the Lord and Court, and said, he cared not what the Court could do, and hindred the Business of the Court, and *Male indecore & inciviliter se gessit*; for all which, one Fine was assess'd generally, and good, and though none of the Causes alone may not be sufficient, yet all are; and to say in a Court of Record, he cared not what they would do, in Contempt thereof, is finable. 2. It was demurred to, because it's said, such a Day the Lord was seized, and the Defendant resident, and that *infra mensem Michaelis* he held a Court, & *quod ad tunc & ibid.* the Defendant in Contempt, &c. and there is no Day of holding the Court set; but it being *Octob.* 8. the Lord was seized, and the Defendant resident, *Quod ad istud idem diem scilicet*

licet 8 Oct. ad Cur. visus pleg. tent. infra mensem Michaelis, is well enough; but all agreed a Day is necessary. Hill. 14, 15 Car. 2. B. R. Ratbors and Cox.

Of Heriots. *The Original*

The Normans upon Parcelling their Lands out to inferior Tenants, invented this Service, and termed it *Heriot-Service*; and afterwards, upon Infranchisement of their Villains, *Heriot-Customs* were given to Lords for a future continued Gratuity, and so originally they were *ex Gratia*, but now *de Jure*.

It is the best Beast (or other Thing) that the Tenant hath at the Time of his Death, and this shall be paid before a Mortuary.

*There are Two Sorts of Heriots;
By Service, and by Custom.*

Herriot-Service is generally express'd in a Man's Grant or Deed, by which it is reserved in these Words, or to this Effect; *Ac etiam per servitium reddendi post mortem cujuslibet tenentis deceden' seisit' optimum animal.* 1 *Anderson* 278, 279. But *Heriot-Custom* is only due by Custom, Time out of Mind, and may be paid after the Death of Tenant for Life. *Term. Leg.*

Herriot-Service is extinct per Purchase of Parcel, but not a *Heriot-Custom*. 1 *Inst.* 149. b.

It hath been a great Question in our Books, whether the Lord may seize for *Heriot Service*; but it is agreed by all, that he may seize for *Heriot-Custom*, and may distrain for *Heriot-Service*. *Pl. 96. a.*

Whether
the Lord
may seize
for *Heriot-Service*.

Now in the Case of *Woodland* against *Mantel*, it is said, the Lord may seize for *Heriot-Service*, but 1 *Anderson* 298, 299. in *Odeh* and *Smith's Case*, saith, he ought to distrain, and not to seize; so is Serjeant *Bendlow*, 18, 39. But the Law is settled in *Cr. Ca.* 260. *Major* and *Brandwood*; and that it is the Lord's Election either to seize or to distrain for it, tho' the Pleading seems to justify the Distinction; for in *Replevin*, if one justify for *Heriot-Custom*, it's no Plea for the Plaintiff to say, That the Place where is *Hors de son Fee*; for that he claims the *Heriot* as his proper Goods, and may seize it wherever he finds it. *Bendl. 18, 39.* for the Lord may seize for an *Heriot-Custom* in the Highway. 2 *Inst.* 132.

Customs as to Heriots, what are good, or not.

The Custom was, That if the best Beast be elained, then the Lord had used to seize and take the best Beast of any other, being *Levant* and *Couchant* upon the Land: This was held to be a void and unreasonable Custom. So it is if it be the Goods of any Inhabitant or Dweller. *Dyer 179. b. Paxton's Case: Ben. 39. Coke Ent. 666.*

The Custom of having an *Heriot*, whether the Man had Goods or not, is a void Custom. *Carter's Rep. 86.*

A Custom that the Lord shall seise the Beasts of a Stranger for an *Heriot*; it is not good, because it alters the Property.

But a Custom that he shall distrain the Goods, in such a Case it is good, because it is but a Pledge. 2 Leon. 725. *Parker's Case*.

Who shall pay an Heriot, and when, or not.

Where many purchase Lands jointly, an *Heriot* shall not be paid till after the Death of the Survivor. 8 Rep. 105.

If by Custom a Copyholder dies seised, he shall pay an *Heriot* to the Lord; and after the Copyholder is disseised, if he dies during the Disseisin, yet he shall pay an *Heriot* within this Custom, for he was Tenant in Right notwithstanding the Disseisin. 2 Roll. Abr. 72. *Nevis's Case*.

Lease is made to A. for 99 Years, if B. C. and D. or any of them, so long shall live, to commence after a Determination of a former Lease, rendring Rent after the Commencement of the Term, *Ac etiam post mortem* B. C. and D. *respective*, for an *Heriot* 3 l. B. dies before the Determination of the first Term, and the Lessee brings Debt for 3 l. for an *Heriot*. *Per Cur'*, No *Heriot* is due, because coupled with a Rent, and no Rent is due during the *Interesse termini*, but both begin together. Sid. 437. *Hagon and Carve*.

A Lease is made for 99 Years, if J. S. live so long, to commence after the Determination of a former Lease to Sibel, if Sibel lived so long, *reddendo* 40s. *per Annum*, and 3 l. in the Name

Of Courts-Baron.

Name of an *Heriot*, *post mortem* of each *Cestui que vie*. *Per Cur'*, The *Heriot* ought not to be paid till the Lease come in Possession, which is not till *Sibil* die, at which Time the second Lease takes Effect. And this shall follow: The Nature of the Rent being in Company with such Rents and Services as are to be only done when the Lease comes into Possession; and the Lease to the Lessee for 99 Years is but a future Interest, where the Lessee hath no Reversion, nor the Lessee any Term therein; and the *Reddendo* is a Reservation, and therefore cannot take Effect till there is a Reversion. But *Keeling contra*, this being a Sum in Gross; and here is an express Agreement, to pay after the Death of either of the Parties, and Agreement may reach Payment as well on Contingency, as where the Party hath Interest. 1 *Keb.* 677. The same Case with the precedent.

Who shall have an Heriot.

A. is Copyholder for Life of Lands *heriotable* by the Custom if he died seised, and the Lord grants the Freehold of the Copyhold to *B.* for 99 Years, if *A.* the Copyholder so long lives, the Remainder to *A.* for 1000 Years, and afterwards *A.* assigns his Lease of 1000 Years to *C.* and afterwards *A.* makes *E.* his Executor, and dies seised. *Per Cur'*, *C.* the Assignee of 1000 Years shall not have an *Heriot*, because at the Time of the Death of *A.* when the *Heriot* became due, he was not Lord, but had only a future Interest; and if
any

any Heriot be to be paid, the Executor of A. or the Lord in Fee, shall have it. 2 *Rol. Ab.* 72. *Norris's Case*. This Case in *March* is reported thus: The Lord granted the Seigniorie for 99 Years, if the Tenant should so long live, and after he made a Lease for 4000 Years; the Tenant for Life is disseised, (or more properly ousted), and died. Two Points are resolved: 1. An Heriot was to be paid, notwithstanding the Tenant did not die seised, because he had the Estate in Right, and might have seised. 2. He in the Remainder for Years shall not have it: Their Reason was, Because Tenant for Life was not the Tenant of him who had the future Interest of 4000 Years, but of him who had the Interest for 99 Years. But the Court was not agreed, that the Grantee for 99 Years should have the Heriot: The Reason of the Doubt was, Because that *eo Instanti* the Tenant dies, *eadem Instanti* the Grant for 99 Years determined. A Bishop is seised of the Manor of D. and he lets 20 Acres of it to A. and B. during the Lives of their three Children, rendring 21 s. *per Annum*, and also paying and delivering to the Bishop and his Successors two of the best Beasts on the Death of every *Cestui que vie*; the Bishop after lets all the Manor to W. rendring the ancient Rent: One of the *Cestui que vie* dies; the Question was, Whether the Heriot belongs to the Bishop or to W. *Per Cur'*, The Rent issues out of the entire Manor. 2. That the Heriot reserved shall go with the Reversion. *Winch* 46, 57. Bishop of Gloucester against Wood.

Where

Where Heriot shall be apportioned, or not.

By the Act of the { Lord,
or
Tenant.

Lord and Tenant by Fealty and *Heriot* Service, and the Lord purchaseth Part of the Land, the *Heriot* Service is extinct, because it is intire valuable: *Aliter* of *Heriot* Custom; for if the Custom of a Manor be, That upon the Death of every Tenant of the Manor that die seised of any Land holden of the said Manor, the Lord shall have an *Heriot*; although the Lord purchase Parcel of the Tenant, yet the Lord shall have an *Heriot* by the Custom of the Manor for the Residue; for he remains Tenant to the Lord, and the Custom extends to every Tenant. 1 Rep. 149. 6 Rep. 1, 2. 8 Rep. 105.

Feme by Custom is to have a Moiety by Survivor, and if *Heriot* be to be paid for the Whole, if it be Part surrendered, both shall pay *Heriots*. 1 Keb. 356.

Act of the Tenant.

If a Tenant alien Parcel of the Tenancy, entire Services, as Homage, Fealty, *Heriot* shall be multiplied. *Solida a singulis præstuntur.*

If any Tenant who holds by an *Heriot* alien Parcel of the Land to another, each of them is chargeable to me with an *Heriot*, because it is

is entire ; and though the Tenant purchase the Land back again. I shall have of him for every Portion an *Heriot*. 6 Rep. 1. 8 Rep. 107.

Copyhold was held by Rent, and *Heriot* upon Alienation and Surrender ; Copyholder aliens Part of his Copyhold to one, and Part to another, and retains Part in his Hands, and surrenders to the Use of the Alienees : *Per Cur'*, The Lord shall have an *Heriot* upon every Alienation in Case of a Copyholder, as well as at Common Law. If they should not be multiplied, it would be in the Power of the Tenant to defraud the Lord by Alienation of Parcels : And in this Case the Alienor pays the *Heriot*, because he continues Tenant, and upon every Alienation afterwards by the Alienees, they shall pay it. *Palm.* 342. *Sir Francis Snagg against Fox.* 1 *Keb.* 357.

In what Case the Lord shall have his Heriot.

If a Copyholder being sick in his Bed, doth surrender into the Hands of Two Tenants, &c. to the Use of his eldest Son in Fee, and dies before Surrender is presented in Court, the Lord must have an *Heriot* : If Surrender had been presented in Court, and Admission before the Father's Death, *aliter*.

If an *Heriot* is due to the Lord upon Descent only, and a Surrender is made by a Copyhold unto the Use of his Heirs in full Court, and the eldest Son is admitted Tenant accordingly, and the Father dies, the Lord shall have no *Heriot*.

of

Of Common and Commoners.

Tenants in ancient Demesne may joine
a Claim for Common, &c. because the King
cannot claim for them, but other Men;
Copyholders, they must only joine who are
Tenants to one Lord, and the Lord must pre-
scribe for him and his Tenants. *r Jones Rep*
276, 286. All the Inhabitants of *Egham-For-*
est joined to have Claim for all Cattle com-
monable. *Per Cur'*, They ought not to have
joined in one Claim.

Inclosure.

A Man had Coppice within a Forest in
which others have Common, and he rents the
Coppice, and encloseth it according to the
Statute 27 Ed. 4. which gives Liberty to in-
close for Seven Years; this shall not exclude
the Commoner. *W. Jones* 235.

In Action of Trespass the Defendant said
That one had Common there, and such a
one, and such an one; and he as Servant to one
put in a Beast, and as a Servant to the second put
in two Beasts, and as a Servant to a third put
in the Remnant: This is good, and not dou-
ble. *Aliter* if he had said, he as their Ser-
vant put in the Beasts. But when one, as Su-
pervisor of a Common, by the Custom of the
Manor takes Beasts which surcharge the Com-
mon, and impounds them, he shall not avow,
but justify in Replevin; for he had not any
Interest,

Interest, nor ought to have Return. 15 H. 7.
10. 7 E. 4. 29.

Approvement.

Before the Statute of *Merton*, c. 4. at Common Law the Lord could not approve, because the Common issued out of the whole Waste, and every Part thereof, except in Case of Common Appendant ; but by this Act he may approve against a Tenant that has Common of Pasture appendant, although the Common appendant be without a certain Number, as to have sufficient Pasture for Beasts.

Quantum pertinet ad tenementa sua.

By the Statute of *W. 2.* If Persons unknown in the Night, or otherwise, so secretly prostrate the Hedges, Ditches, &c. so as the Lord cannot know against whom to bring his Affize or other Action, and the Men of the Towns next adjoining do not indict the Misdoers, those next Towns shall be obliged to make the Hedge or Ditch at their own Cost, and yield Damages to the Lord, and they have a Year and a Day for the indicting of them ; and by the Indictment, the Lord shall know against whom to bring his Action ; and if they do not, the Lord shall bring his Action on this Statute against them. 1 *Rolls Rep.* Sir *John Proctor* and *Mallory*. *Cro. Car.* 28. 439. 1 *Keb.* 827.

Debt for 4s. 6d. for Breach of a By-Law made at a Leet, which claims Custom to make By-Laws for using and regulating their Common :
By-Laws for Common at a Leet.

Common: Exceptions to it were, 1. It is not said, *Usi fuerunt*; *sed non allocatur*, for *Constituti fuerunt* such By-Laws, is sufficient. 2. There should be Prescription for the Penalty as well as the By-Law. 5 Rep. Clerk's Case, *Sed non allocatur*; for the Law that allows the Prescription, allows the Penalty, and the Remedy is by Debt, but other Remedies as by Distress must be prescribed for. 3. The Penalty is given to the Lord, and so it must for the King, nor none else can have it. 21 H. 7. of impounding Cattle. And as to the Matter, *Weild* said, Had it been by a proper Hand, it had been good: And though the Leet originally have nothing to do with Common, yet by Custom as here laid, it may have such a Jurisdiction, and the Judges ought to support and favour it, because else they strike at a Fundamental; as to Fines, this hath common Usage in most Leets. 2 Cro. 313. *Hudson and Duffereld*. But admitting at Common Law they could not make By-Laws, yet this Custom may make it good, and may have reasonable Commencement; for at the first Purchase and Settlement of the Common it may be intended all Parties agreed to the By-Laws, for it should be at the Leet. 5 Rep. *Ferfery's Case*. *Archer ad idem*. There had been no Doubt of Courts-Baron. 1 Cr. 491. Also Leets in Gros cannot meddle with Common; but such Leets as these that appertain to Hundreds, with Privilege by Custom to govern, is sufficient to give Jurisdiction. *Rel. 545 Tirrell*; That the Custom is not good, it is against the Nature of Leets to meddle

meddle with Common, and a Court-Baron may as well be intitled to Pleas of the Crown; and if a Leet may thus make one By-Law, a Court-Baron may make another, and then which shall be obeyed; and the Case put, must be understood where Courts-Leet and Courts-Baron are held together. But Judgment *pro Quer.* *Trim. 20 Car. 2. B. C. E. of Exeter against Smith.*

In Replevin for taking three Cows at B. The Defendant *Cognovit captionem*, for that the Place where is Parcel of the Manor of A. being Waste, and that there were an Hundred Copyholders there, who had Common there, and shews a Custom, that they choose every Year a Surveyor of their Fields, who used to distrain there Cattle Damage-feasant; whereupon *Cognovit Actionem*, and prayed a Return. Upon the Demurrer it was adjudged, that this Avowry was not good; for tho' they had such a Custom to make a Surveyor, and that they might distrain Damage-feasant, yet that ought to be in the Name of him who hath the Freehold, and of some Commoner, and not in his own Right. So ought the common Pinder. *Cro. Jac. 436. Stephens and Keblethwait.*

Surveyor of Fields, how justly to distrain for Damage-feasant or Common.

A Common divided shall be ratable; so that the Land in which, &c. shall not be surcharged. *1 Inst. 66.*

Surcharging the Common.

In Action of Trespas, the Defendant pleads he was the Queen's Bailiff of her Manor of B. and that at such a Court, holden before one J. S. Steward, there it was presented That the Plaintiff being Tenant of the said Manor, had surcharged the Common, which he was amerced to 6s. 8d. which was assessed by J. S. and J. M. Tenants then, and for that Amerciament he distrained. *per Cur*, *Quod Presentat' fuit*, is good, though he does not alledge *ipso facto* that he was charged, being pleaded by the Bailiff, to whom it sufficeth to take Cognizance of the Presentment, and no more, and *Nisi* to him, whether it be true or not.

Distress by a Bailiff not having a Warrant.

And the Amerciament being assessed by the Steward is well enough, though not by the Suitors, it being the common Course, but Distress is incident to it. But *per Cur*, The Distress by a Bailiff not having a Warrant to do it by Estreat or otherwise is not lawful, for he cannot distrain *ex officio*. *Cra. EL. 74. Rowleson and Almon's Case.*

If the Lord make a Pond on the Common, if the Commoner have Common sufficient left, it's good. 2 *Bulst.* 116.

Pond made by Lord on the Common.

Action on the Case by a Commoner for eating up his Common; *per Cur.* a Tenant of the Manor may prescribe to have the sole Common for their Horses in a Meadow after the Grass is cut, and made into Grass-Cocks, to bind or keep their Horses there, so that they do not meddle with the Hay till *Lammas-day*, and after *Lammas-day*, for all commonable Beasts *Levant* and *Couchant* upon their Tenants at large, without tarrying till *Lady-day* in *Lent* yearly, as to their Tenant-appleyning, excluding the Lord of the Meadow and Manor to have any Common or Pasture there for this Time, he having the sole Herbage until *Lammas*, or Share until the Cutting, if he will keep it for Hay. 2 *Roll. Abr.* 267. *Wheatland* and Sir *Rob. Pain.*


If the Owner of the Soil ploweth the Land, and sow the Land, yet the Commoner may put in his Cattle and claim again the Common, and he may well justify the same, because the Wrong begins in the Owner of the Soil. 2 *Leon.* 201.

One grants Common in such a Place where, &c. by this the Grantee may use all the Common, and if the Grantor erect a Stack of Hay upon Part of the Place, where, &c. and the Commoners Beasts eat the Hay, it is justifiable, and the Grantor cannot chase the Beasts. The Beasts may range all over the Place; otherwise by such Means he may defeat his own Grant, and by the same Reason

son that he may erect one Stack, he may erect Twenty. *Telv. p. 201. Fermoie and Hunt.*

The Lord may not dig Pits in the Common, and if he do, the Commoner may bring Action on the Case; for the Statute saith, other manner of Improvement, *viz. By Enclosure. 1 Sid. 106. Gee and Cother.*

Attachment.

Counsel moved for Attachment against  that by Process out of the Hundred-Court, B. had attached a Flock of Sheep; which *per Cur.* hath been often ruled as unreasonable, and can be but of one Thing, and the Value of 5s. is sufficient for an Appearance, and Taking more is illegal; also Driving them into a Franchise, and there Attaching them was another Contempt, and Attachment was awarded. *M. 24. Car. 2. B. R. Mathews and Gage.*

In Trespass, the Defendant justifies by *Levri fac'* awarded by the Steward, and Sealed by him in an hundred Courts held before the Steward and Suitors, it is ill; it should be in an but the Sealing the Process by the Steward is sufficient.

Upon Affidavit that the Debt was above 40s. and splitted into several Actions in a Court-Baron, the Court awarded a Prohibition and Attachment.

The

The Court granted an Attachment against a Bailiff, who on a *Latitat* arrested J. S. and he being escaped, they distrained his Cattle, and no Pound being in the Hundred, they drove them into *Chichester*, and there attached them by Custom on a Complaint in that Franchise, and would not suffer Replevin of them, and altho' he were no Attorney, yet this being an Oppression to the People, it was granted; as also because such Beasts in the Pound cannot be attach'd; and by *Windham*, This is an usual trick to defeat the Jurisdiction of this Court, and Bailiffs drive them by Night into such Franchises, and tho' the Party had brought Trespass, which is yet depending for this illegal Distress, yet the Court granted it on Motion. *M. 6. Car. 2. B. R. the King against Cumber.*

Escheat.

If divers Copyholds escheat to the Lord, and he regrants them to another *Tenendum per antiqua Servitia, &c.* they shall be severally held as they were before the Escheat, *4 Rep. 27.* and the Fines shall be severally assess'd, as *Hubart and Hammond's Case. 4 Rep. 28.* and consequently the Forfeitures.

Copyhold escheated may be demised, notwithstanding the Lord's Continuance of it in his Hands above 20 Years. *2 Keb. 213. Pemble and Stern.*

M 4

After

After Escheating it cannot properly be called a Copyhold, except it be because there is Power in the Lord to grant it a Copyhold, were it by Custom that the Wife shall be endowed of the Moiety or Intirety, because the Custom as to her is extinct. 2 Sid. 19.

If the Tenant be attainted of High Treason, the King shall have the Escheat of whomsoever he held; but if the Escheat be for Felony, the Lord shall have the Land.

The King's Copyholder is attainted of Felony whereby his Copyhold escheats, the Steward may grant this over *ex Officio* without any especial Grant, for the Custom of the Manor warrants the Steward of the Manor for the Time being to grant it, and the Custom binds the King and his Successors; yet it is his Duty before he make any such Grant, to inform the Lord Treasurer, &c. 4 Rep. 30. Harris and Jay.

Of Surrenders.

A Surrender is a Giving up of the Land by the Tenant to the Lord, according to the Custom of the Manor, to the Use of him that is to have the Estate. The Form of Entry, *vide infra*; and the Surrender is to this Intent, that the Lord should not be a Stranger to his Tenant.

In the Grant of a Reversion, Attornment is not necessary for a Copyholder, it is like an Estate raised by Uses.

1. It is the general Custom of the Realm, that every Copyholder may surrender in Court, and need not alledge any Custom therefore: And so if out of Court, he surrender into the Hands of the Lord himself, he need not in Pleading alledge any Custom; but if he surrender out of Court into the Hands of the Lord, by the Hands of Two or Three Copyholders, or by the Hand of the Bailiff, &c. these Customs are particular, and therefore he must plead them.
1 Inst. 59. a.

2. Copyholds cannot be surrendred, but by actual Surrender in Court, and not by a Surrender in Law; therefore if a Copyholder in Fee take the same Land of the Lord by other Copy for Life, this is not any Surrender or Determination of his Copyhold Inheritance.
1 Roll. Ab. 591.

Copyhold-Land cannot well pass by any other Word than *Sursumreddidit*; if it pass in the Court by the Words, Give, Grant, Bargain and Sell, this will not so pass it, but the Heir of the Copyholder shall avoid it.

A Surrender into the Hands of Two Tenants, they are but Instruments; and a Surrender out of Court, if it be duly done, is as good as a Surrender in Court.

Copyholder may surrender out of Court into the Hands of the Lord by the Hands of Two or Three Copyholders, or of the Bailiff or Reeve; but this cannot be without particular Custom, and must be so pleaded.
1 Inst. 59.

The

Of Courts-Baron.

The Steward of a Manor may take a Surrender of a Copyhold out of the Manor.
M. 13 Jac. B. R. Housley and Wild.

Out of the
 Manor.

If he who ought to surrender cannot come in Person into Court to surrender, being in Prison, the Lord of the Manor may appoint a special Steward to go to the Prison and take the Surrender. *1 Leon. 36.* So if a Copyholder be in *extremis*.

By Letter of Attorney.

A Surrender by Letter of Attorney to Two Customary Tenants out of Court, is good. But such Attornies ought to pursue the Manner and Form of the Surrender in all Points according to Custom, as the Copyholder himself ought to have done, as if it is the Custom to do it by the Rod, &c.

The Form of the Letter of Attorney.

That the Copyholder doth constitute, *W. T. and E. A.* Two Copyhold-Tenants of the Manor of, &c. his lawful Attornies to surrender *vice & nomine suo*, to the Lord of the Manor, *10 Acres, &c.* to the Use of *J. N.* and his Heirs, and after at a Court held in the Manor, *8 July &c.* the said Attornies, *Tunc tenentes Dom. per Copiam Rotular. Cur. & in ead. Cur. ostenderunt scrip. præd. geren. dat. præd. 12. die Nov. &c. Et iidem W. & E. auctoritate eis per prædict. literas per Attornat' dat' in Plena Curia sursumreddidit.*

in manus Dom' præd. &c. acras, &c. ad opus & usum, &c. Now the Attorney must do the Act in the Name of him who gives the Authority, as it is in *Brownl. 94.* The Letter of Attorney must say for him, and in his Name, yet the Entry aforesaid is good; for it is *W. &c. E. Sursumreddidit, & Autoritate eis dat;* which is as much as if they had said *Suum:* Or, We as Attornies of, &c. surrender.

Harvey, Justice, said, He knew it to be adjudged, that a Surrender of a Messuage and Three Acres, would pass more Acres, if divers Copies have it so successively; he means, if the Word *cum pertinentiis* be in. *Het. p. 2.*

Copyholder in Fee surrendred his Lands into the Hands of the Lord, without saying to whose Use the Surrender shall be; and at next Court the said Copyholder was admitted *habere* to him and his Wife in Tail Remainder to his right Heirs: *Per Cur.* the subsequent Act shall explain the Surrender, and when the Copyholder accepted a new Admittance, the Law intends the Surrender was made to such an Use as is specified in the Admittance. *Pop. 125, 126. Cr. Jac. 434. Brook's Case.*

Copyholder surrenders to the Use of *M.* and *R.* without Limitation of any Estate, they shall only have it for their Lives; and in such Case, if the Lord make Admittance, and deliver Seisin to *M.* and *R.* and the Heirs of *R.* this is only an Admittance for Term of their Lives, the Reversion over to *R.* who made the Surrender, for the Lord

Of Courts-Baron.

Lord is but an Instrument. 4 Rep. 27. *Bunting's Case*.

Surrender to the Use of an Infant in *Ventre sa Mere*, is good.

One Copyholder may surrender to the Use of another, upon Condition, if the Copyholder pay to the Surrenderer, &c. *ad Domum suam Mansionalem*, that then the Surrender shall be void. 5 Rep. 114.

A Surrender to *J. S.* *J. S.* surrenders it to a Stranger, who is admitted; the Stranger takes nothing, for *J. S.* had no Estate before Admittance, and the Right and Possession still remained in him who surrendred, and this shall descend to his Heir; but an Heir to whom a Copyhold descends, or comes in Remainder, he may surrender before Admittance, because he is in by Course of Law for the Custom which makes him Heir to the Estate, casts the Possession to him from his Ancestor; but a Stranger to whom the Copyholder surrendred, had nothing in him before Admittance, because he is a Purchaser, and the Copy made to him upon his Admittance, is his Evidence by the Custom, and before this he is no Customary Tenant, and so can transfer nothing to another. *Telv.* 144. 145. *Wilson and Weddel. Cr. Fac.* 36. *Foyner's Case*.

Copyholders Baron and Feme, to them and the Heirs of the Husband, the Husband dies, the Heir may surrender his Reversion into the Hands of Two Tenants out of Court (if the Custom be so) before any Admittance, and during the Life of the Wife; and it is a good Surrender;

Surrender; for the Reversion was cast upon him before any Admittance. 1 Roll. Abr. 499. *Culchin's Case*.

If a Disseisor or a Feoffee of a Disseisor, or any other who hath a tortious or defeasible Estate, hold Courts, and make any voluntary Grant upon Escheat, or Forfeiture of a Copyhold; such voluntary Grant shall not bind him that had Right, when he shall re-continue the Manor by Action or Entry: But if such Lord who had a tortious or defeasible Estate admit any upon a Surrender made to the Use of another, or give Admittance to the Heir upon a Descent, such Admittance shall be good, for such Acts are lawful, and *Quodammodo judiciales*. 4 Rep. 23. b. *Clark and Pynf.*

A Tenant out of Court cannot take a Surrender of a Feme-Covert; for that she is secretly to be examined by the Steward. *Toshil*, p. 108.

A Surrender is not countermanded by the Death of the Surrenderor before Presentment. 4 Rep. 29.

A Copyholder surrenders to the Use of *A.* in Trust, that he shall hold the Land until he hath levied certain Money, and that afterwards he shall surrender to the Use of *B.* The Monies are levied, *A.* is required to surrender to the Use of *B.* He refuseth. *B.* exhibits a Bill to the Lord of the Manor against *A.* that he shall surrender; he refuseth: Now the Lord may seize and admit *B.* to the Copyhold, for he in such Case is Chancellor in his own Court. 1 Leon. 2. Or Relief may be had in Chancery. *Vide post.* 154, 155.

Present-

Presentment.

If the Surrender be made out of Court to the Hands of the Lord himself, which the general Custom will warrant, or into the Hands of the Bailiff, or of Two Tenants of the Manor, (which is warrantable only by special Custom) there must be a true Presentment of the Surrender in Court by the same Persons into whose Hands the Surrender was made, and the Admittance of the Lord must be according to the Effect and Tenor of the Surrender and Presentment. It is not an effectual Surrender till it be presented in Court; and therefore in Action on the Case on *Assumpsit*, in Consideration that the Plaintiff would surrender to the Defendant and his Heirs a Copyhold, according to the Custom of the Manor, the Defendant assumed to pay 500 l. and for Breach of this Promise the Plaintiff brings the Action, and had a Verdict; but Judgment was arrested, because the Consideration on the Plaintiff's Part was not performed; for the Consideration was, that he should surrender the Copyhold to the Defendant and his Heirs, and he hath alledged the Surrender to be into the Hands of a Copyhold-Tenant of the Manor to the Use of the Defendant, which is no Surrender, until it be presented at the next Court; and so it is uncertain whether it shall take Effect or not. *Stile 296. Sher's Case.*

The *Presentment* by the general Custom of Manors is to be made the next Court-day after the Surrender; but by special Custom it may be at the Second or Thrid Day after; and by Roll, in *Jay's Case*, *Stile* 275. there is no certain Time for the *Presentment*, but as the Custom is, so that it be in the Life of the Tenant, and made by the same Persons that took the Surrender, and, in Points material, according to the true Tenor of the Surrender.

If one surrenders out of Court, and die before *Presentment*; if *Presentment* be made after his Death, it is good. 4 Rep. 29. *Burrough's Case*.

If *Cestui que vie*, (that is) he to whose Use the Surrender is made, dieth before *Presentment*, yet upon *Presentment* made after his Death, his Heir shall be admitted. *Stile* 145. *Barker and Denham*.

Surrenders dies before Admittance, his Heir may be admitted. 2 Sid. 38. 61. for he is in by the Surrender, and not by the Admittance. And when a Surrender is made to the Use of a Will, the Fee-Simple remains in the Surrenders, and not in the Lord. Li. 4. 23, 28, b. 29.

The Custom is, That the Surrender should be presented at next Court, otherwise it should be void. One surrenders his Copyhold into the Hands of Two Tenants out of Court, upon Condition of Payment of Money July 25. after to be void. After he surrenders out of Court to the Use of J. S. the Money was paid before the 25th July; then he surrenders to the Use of
of

of a Third Person before the Payment at the next Court; the Two last Surrenders were presented, but not the first, and the Lord grants Admittances severally to these Two Persons: *Per Cur.* the second Surrender was good; for nothing by the Surrender out of Court was devested out of him that surrender'd, until the Surrender was presented; but he was absolute Owner to bring Trespass, or any other Action, and then that not being presented, and the second was presented, the first Surrender was void, and the second was good. *Jones* 306. 1 *Roll. Abr.* 500. *Burgess* and *Spurton*. *Cro. Car.* 233, 283. same Case.

Fines for Copyhold.

Fines due to the Lord upon Admittance, are not to be paid till Admittance, either upon a Surrender, or a Descent; for the Parties being admitted, intitles the Lord to a Fine. 4 *Rep.* 27.

Fines certain.

It was the Opinion of Chief Justice *Richardson*, there is scarce a Copyholder in *England*, but the Fines are uncertain; for if the Rolls make it appear, that at any Time a greater or lesser Sum was paid for a Fine; this makes the Sum uncertain: The ordinary Course to seach it, is by Bill in *Chancery*. *Litt. Rep.* 25. But Fines are certain in great Numbers of Manors. In *Allen* and *Abraham's Case*. 2 *Bull.* 32. there is Diversity between Proof in case of Descent and Purchase. The Case was, Upon Not guilty
in

In Ejectment, the Matter upon the Issue was about the Custom of a Copyhold Manor, Whether the Copyholders upon their Admittances have used to pay Fines uncertain, at the Will of the Lord; or certain, that is, the Value of Two Years Rent? To prove the Fines uncertain, the Plaintiff shewed divers Court-Rolls of Admittances upon Surrenders, and that the Fines taken by the Lords were not certain, but sometimes one, and sometimes another: *Per Cur.* to prove a Custom for Uncertainty of Fines, and not to be certain, as Two Years Rent, &c. there ought to be Court-Rolls, and that in Cases of Descents, for in Case of a Surrender or Purchase the Lord may take what Fine he will; but such Fines are no Proofs to prove Taking uncertain Fines by the Custom, but the same ought to be in Cases of Descents.

But where Fines are uncertain, yet the Lord cannot exact excessive Fines; and if the Copyholder deny to pay it, it shall be determined by the Opinion of the Judges before whom the Matter depends. 1 *Brownl.* 186. 4 *Rep.* 27. 1 *Inst.* 59, 60. *Hob. p.* 135.

Copyholder brought Trespass against his Lord. The Defendant pleads, he had admitted the Copyholder, and had assessed a Fine of Twenty Nobles, and had appointed him to pay it to his Bailiff at his House within the Manor Three Months after, and alledged he had not paid it. The Plaintiff demurs, for that the Lord had not averred, the Fine was reasonable: But *per Cur.* the Lord is not bound to aver it, but it must

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come

come on the Copyholder's Side to shew the Circumstances of the Case, to make it appear to the Court to be unreasonable; and so to put it upon the Judgment of the Court, the Copyholder, if he be Defendant, may plead Not guilty, and then it shall come in Evidence whether the Fine were reasonable, or not; and if the Court, where the Cause dependeth, adjudgeth the Fine exacted unreasonable, then the Copyholder is not compellable to pay it, for all Excessiveness is abhor'd in the Law.

Of Fines due by Copyholders to the Lord, some be by Change or Alteration of the Lord, and some by Change or Alteration of the Tenant.

If the Fine be due by the Alteration of the Lord, such Alteration must be by Act of God: For if the Lord do alledge a Custom within his Manor to have a Fine of every one of his Copyholds at the Alteration or Change of the Lord of the Manor, be it by Alienation, Demise, Death, or otherwise; this Custom is against the Law, as to the Change of the Lord by the Act of the Party, for by that Means the Copyholders should be oppressed by the Multitudes of Fines by the Lord's own Act, but where the Change groweth by the Act of God, as by the Death of the Lord, the Custom is good. 1 *Inst.* 59. b.

But it is a good Custom, that the Copyholder had used to pay a Fine upon every Alteration of the Tenant, either by the Act of God, or the Act of the Party. *id. Ibid.*

Generally

Generally the Fine is to be assessed by the Lord, but in some Places the Custom is, That the succeeding Copyholder shall compound with the Lord for his Fine; and if he cannot compound, then the Homage of the Manor shall assess the Fine, as was the Case of *Ford and Hoskins. Cr. Jac. 368.*

Copyholder in Fee, surrenders to the Use of another for Life, when the Lessee dies, he shall not pay a Fine for his Admittance to the Reversion, for this continues always in him. *4 Rep. 23. Fitch's Case.*

If Copyholder in Fee, surrender to the Use of one for Life, the Remainder to another for Life, the Remainder to another in Fee, there is but one Fine due for the particular Estate, and the Remainders are but one Estate. *1 Rol. abr. 505.*

If the Fine be uncertain, Notice must be given before there is a Forfeiture; *aliter* if the Fine be certain, Time and Place must be ascertained, and Notice must be proved. *4 Rep. 27, 28.*

The Lord assesseth a Fine of 12*l.* to be paid by a Copyholder, and appoints it to be paid at his capital Messuage of the Manor Three Months after; and the Copyholder pretending the Fine to be certain, *viz.* Two Years Quit-Rent offered at the Day of Assessing the Fine, according to the Rent for Two Years, but at the Day appointed for the Payment thereof, cometh not thither to excuse his Non-payment, nor makes any other Refusal. *Per Cur'* this in Law is a Forfeiture of his Copyhold; but if he had come at the Day assigned for the Payment, and had

come on the Copyholder's Side, the Circumstances of the Case, to appear to the Court to be unreasonable, so to put it upon the Judgment of the Copyholder, if he be Detained, plead Not guilty, and then it is the Evidence whether the Fine were or not; and if the Court, where it dependeth, adjudgeth the Fine excessive, then the Copyholder is not liable to pay it, for all Excessive Fines are horr'd in the Law.

Of Fines due by Copyholders to the Lord, some be by Change or Alteration of the Lord, and some by Change or Alteration of the Tenant.

If the Fine be due by the Alteration of the Lord, such Alteration must be by the Act of God: For if the Lord do alledge within his Manor to have a Fine due by the Copyholder at the Alteration of the Lord of the Manor, by Alienation, Demise, Death, or otherwise, this Custom is against the Law, for by that Means the Copyholders be oppressed by the Multitudes of the Lord's own Act, but where the Custom groweth by the Act of God, as by the Death of the Lord, the Custom is good. *59. b.*

But it is a good Custom, that a Copyholder had used to pay a Fine upon the Alteration of the Tenant, either by the Act of God, or the Act of the Party. *id. Ibid.*

then tendered the Two Years Quit-Rent, being the Fine certain, (though not the Fine assessed) it had been no Forfeiture.

It is adjudged in the Case of *Dalton and Hammond*, *Moore* 851. If the Fine be certain, the Tenant is to bring it with him into Court, and pay it before Admittance; and if he be not ready to pay it, it is a Forfeiture. *Aliter* of the Refusal to pay an excessive Fine.

Where a Copyholder hath divers several Lands severally holden, by several Services by Copy, there the Lord may assess and demand Fines severally for every Parcel which is so severally held; for the Tenant may refuse to pay a Fine for the one, and so forfeit this, and yet pay the Fines for the others, and for every several Tenure the Lord ought to demand and assess a several Fine. 4 *Rep.* 28.

Note; Debt lies for the Lord against his Copyholder for the Fine. *Sid. p.* 58. *Wheeler and Honor.*

Of Copyholders being impleaded and impleadable in the Lord's Court.

Copyhold Lands are as the Demesnes of the Manor, and are the Lord's Freehold; and therefore are not impleadable, but in the Lord's Court. *Co. Jac.* 559. *Dimmock and Hilder.*

One recovered certain Copyhold Lands in the Court of the Lord of the Manor by Plaint, in the Nature of a Writ of Right:
A Pre-

A Precept cannot be made and awarded out of the Court to execute the said Recovery, and to put him into Possession who recovered, with the *Posse Manerii*, for Force in such Case is not justifiable; but by Command out of the King's Courts he may. 3 Leon. 99.

A Woman recovered Dower of a Copyhold within the Manor, and 40*l.* Damages, and she brought Debt for the Damages in *B. R. Per Cur'*, It lies not, because the Court-Baron cannot hold Plea, nor award Execution, of 40*l.* Damages, though the Damages were there well assessed; and no Writ of Error or Faux Judgment lies upon such a Recovery of a Copyhold, but only a Petition to the Lord of the Manor; so that Copyhold Plaints are not within the Jurisdiction of the Court of King's Bench. *Moor*, num. 559. *Shaw and Tompson*.

If an erroneous Judgment be given in a Copyhold Court of a common Lord, in an Action in Nature of a Formedon, a Bill may be exhibited in Chancery in Nature of a Faux Judgment to reverse it. 1 *Roll. Abr.* 372. *Pateshall's Case* in *Scaccario*, 1 *Inst.* 64. He cannot have the King's Writ of Faux Judgment in respect of the Baseness of the Estate and Tenure, being in the Eye of the Law but a Tenant at Will, and the Freehold being in another: But he may have a Petition to the Lord in the Nature of a Faux Judgment, and therein assign Errors, and have Remedy according to Law. 4 *Rep.* 21. *Brown's Case*.

Fenner said, He had seen a Record, 36 *H. 8.* where the Lord by Petition to him had for

N 3

certain

certain Errors in the Proceedings reverse such Judgment given in his own Court.

Real Plaints in the Lord's Courts are in the Form: *A. de B. queritur versus C. de D. in placito terre videlicet de uno messuagio Quadragesimae ac' terre, &c. cum pertin' & fecit protestationem sequi querelam tam in natura brevis Dom' Regis Assise mortis antecessoris ad Communem Legem quam in natura brevis de forma donationis in descensu ad communem Legem*, (and so the Nature of either Writ, *Plegii de prosequend'*, &c.)

Forfeitures of Copyholds.

There are several Causes of Forfeiture, in respect, 1st, Of the Act or Operation of the Law. 2^{dly}, By Act of the Party, as *Nonfeasance*, or *Misfeasance*.

Also there is a real and personal Forfeiture of Copyhold Lands; a real Forfeiture as committing Waste, &c. This need not be found by the Homage: But a personal Forfeiture, as refusing to pay the Lord's Rent, &c. must be found by the Homage. 4 Leon. Case 382.

It is a Forfeiture at the Common Law for a Copyholder to cut down Trees without a special Custom so to do. *Cro. Eliz.* 292, 498.

A Copyholder may without Custom cut off the under Boughs, which cannot cause any Waste but the Cutting off the top Boughs will cause the Putrification of the Trees, &c. *Cro. Eliz.* 361.

Neither can Copyholders have such *Boots* as Tenants for Life or Years, unless by Custom. *Vide Cro. Eliz.* 5. *vide post*.

If

If a Copyholder be to pay a certain Rent yearly by his Copy to the Lord, and the Lord comes upon the Land, and demands the Rent at the Day, if the Copyholder being present refuseth to pay it, this is a Forfeiture; but if the Copyholder aver he hath not his Rent ready, this is not any Forfeiture, for the Lord may distrain. 1 *Roll. Abr.* 506. *Cro. El.* 505.

1. Non-
tealance in
Non pay-
ment, &c.
Raym 42.

There ought to be a Demand of the Copyholder to make a Forfeiture: The Lord demanded the Rent of his Copyholder; and he answered, That he had it not with him then, but that he would pay it as soon as he could. The Lord said, Pay it at my House such a Day, which House was within the Manor. It was resolved, the first Words were not any Forfeiture; but when the Lord assigned him a Day certain, at which Day he pays it not, this Failure amounts to a wilful Refusal, and so was a Forfeiture; but had the Place been out of the Manor, it had been no Forfeiture. *Latch* 122. *Grey and Uliffes*.

Demand,
&c.

Non-payment of a Fine is no Forfeiture of a Copyhold Estate, unless there be a Demand and Denial of it: Also the Unreasonableness of a Fine must come on the Tenant's Part. *Hob.* 135.

Bargainee of a Manor by Deed indented and inrolled, shall not take Advantage of the Forfeiture of a Copyhold for Denial of Payment of Rent to him, without Notice given to the Copyholder of the Bargain and Sale: Agreed for Law in *Francis's Case*. 8 *Rep.* 92 b.

Copyholder, before any Rent due, saith,
He will not pay any Rent to the Lord here-

after ; or that when a Court is to be holden that he will not appear to do any Suit at the Court of the Lord ; these are no Forfeitures. But if his Rent being due, he denies it, or when the Court is holden, he saith, he will not do any Suit, the same is a Forfeiture. *Sir Charles Halton's Case* cited. 3 Leon. 101. *Tavernor and Cromwel.*

The Lord must demand a Fine of his Tenant at the Time it grows due, or some Time after, of the Person of his Tenants, or else it is no Forfeiture. *Moor, num. 851. Dalton and Hammond. Cr. El. 779.* where a Fine is certain, no Notice or Demand is necessary. 1 *Reb. 154.*

Mod. Cases
463.

If a Fine by the Custom of the Manor be certain upon the Admittance of a Copyholder, if the Lord demand this Fine, and the Copyholder refuseth to pay it on Demand; this is a Forfeiture presently without Presentment. *Aliter* of a Fine uncertain. 1 *Reb. Abr. 507.*

The Lord comes to the Copyholder and requires him to do his Services, viz. such and such ; and the Copyholder answers, You shall have them if they are due by Law, but it shall be tried at Law first. This was adjudged to be no Forfeiture. *Latch 122.*

Non-ap-
pearance at
Court.
Mod. Cases
468.

The not appearing at Court is a Forfeiture. A Copyholder said, If it were a Court he would appear ; if none, he would not: Tho' this appear to be a Court, yet it is no Forfeiture, because it is no wilful Contempt. 1 *Reb. 25.*

If a Copyholder in Fee withdraw his Suit for many Years to the Court of the Lord, no
Warning

Warning being alledged to be made by the **Warning** Lord to him when he held his Courts, it is no Forfeiture, it is only a Negligence. *Aliter* if he had been warned, and then had refused. *1 Roll. Rep. 256. Adam's Case.*

If the Copyholder doth not come to the Court of the Lord after a particular Summons made to their Persons, this was adjudged a Forfeiture, without exprefs Refusal. *Noy 5. 1 Rep. 429.*

General Warning within the Parish is sufficient; for if the Tenant himself be not Resiant upon his Copyhold but elsewhere, his Farmer may send Notice to him of the Court.

If a Man be so weak that he cannot travel without Danger, &c. or if he have a great Office, &c. these shall excuse his Non-appearance. *1 Leon. 104. Sir John Branch's Case.*

The Custom was, If any Copyholder in Fee die seised, and his Heir comes not at the next Court, and claims the same Tenants, and prays to be admitted to them; then a publick Proclamation shall be made in full Court, that the Heir shall come to Court to claim, and be admitted, and so at two other ensuing Courts the like Proclamation; and if the Heir come not, then the Lord to seise them as forfeited. *Per Cur'*, This Custom and Non-claim shall not foreclose the Heir which was beyond Sea, at the Time of the Proclamation made; for by Intendment of Law, he cannot have Notice: But if the Heir had been within the Realm at the Time of the first Proclamation, and after goes beyond Sea, the other Proclamation shall bind him, though

though he be beyond Sea at the Time of the other Proclamations made, for he shall not defeat the Lord by his own Act. 6 Rep. Sir R. Lechford's Case. Cr. Fac. 216.

Proclamation whereby the Lord claims Forfeiture, ought to be proved *Viva voce*, and not only by the Court-Rolls. 1 Keb. 282.

If a Jury or Homage of the Manor, after Oath taken to present the Articles of the Court, refuse to make Presentment according to their Oath, if they are Copyholders, this is a Forfeiture of their Estate. Dyer 211.

2. Misfeasance. As to Misfeasances, what Acts made or done by a Copyholder, shall be a Forfeiture.

Note ; Every Act that makes a Forfeiture ought to be,

1. To the Dishonour of the Lord.
2. A voluntary Act against the Custom; therefore a Trespass on the Demesne of the Lord is no Forfeiture.

Making Leases, &c. For the Lord of a Manor to take Forfeiture by Reason of a Lease not warranted, there ought to be direct Proof made of a Lease certain, with Beginning and Ending certain; and the Oath of a Stranger in the Lord's Court to the Homagers, that a Copyholder had made a Lease for 10 Years, that so the Homagers may find and present the Forfeiture, shall not be of Force, especially the Copyholder continuing in Possession, and dying seised of his Copyhold Estate. 1 Bulst. 189. Hamlen's Case.

If a Copyholder for Life agrees to make three several Leases by Indent

to commence after the other, there being two Days, the End of the first, and the Commencement of the second, and so between the second and the third, and after he executed them at one Time, this is a Forfeiture; for this is apparent Fraud, and a greater Estate than one Year passeth presently. 1 Roll. Abr. 508.

A Lease for three Years by Parol is a Forfeiture, whether the Lessee enter or not, and this for the unlawful Contract made to the Disherison of the Lord; and a Lease to commence at a Day to come, is a Forfeiture, because it is not avoidable by any of the Parties. Moor 508. East and Harding. Hetly 122.

A Lease for Years of Copyhold Land by Indenture or Parol is a Forfeiture, unless there be an express Custom to warrant it.

A Surrender by Tenant for Life to another ^{Surrender.} in Fee, is no Forfeiture. Moor, num. 983. Oldcot's Case.

If a Copyholder commit Waste against the ^{Waste.} Custom of the Manor, it is a Forfeiture. 4 Rep. 2. Clifton's Case.

Negligent Waste is not a Forfeiture without a Custom. Het. 51. Farmer and Ward; and yet if a Copyholder suffer the House to decay, it is a Forfeiture. 1 Roll. Abr. 508. Rastal and Turner. Aliter, If a Stranger commit Waste without the Consent of the Copyholder. 4 Rep. 27. Vide 1 Inst. 51.

Note; The Lord cannot cut down all the Timber-Trees, but ought to leave sufficient for Reparations. 12 Co. 68. a.

And a General Action of Trespass lies by a Copyholder of Inheritance against his Lord, *Quare clausum fregit & arboris succidit*, for Custom

stom hath fixed it to his Estate against the Lord, they being fixed to the Lands; and the Copyholder (*viz.* of Inheritance) may cut them for necessary Repairs. 12 Co. 68, 69.

Also, If a Copyholder, paying his Rent and doing his Services, be ejected by his Lord, he shall have Trespass against him. 4 Co. 22. *a.*

If a Copyholder fell Trees for the Reparation of the House, it is no Forfeiture; but an Act afterwards, as selling them, may work a Forfeiture. 7 Rep. 76.

If there be no Custom to the contrary, Waste either by Permission or Voluntary of a Copyholder is a Forfeiture. 1 Inst. 83.

If a Copyholder convert Part of the Land into a Piscary, it is a Forfeiture.

The Manuring or Converting of Land to Hop Ground, was agreed to be a Forfeiture.

Rescous. Rescous by a Copyholder is a Forfeiture.

Replevin. If a Copyholder bring a Replevin, it is a Forfeiture. 1 Roll. Rep. 48. *Warn and Sewer.*

Outlawry. A Copyhold is not forfeited by Outlawry in a personal Action; for the Lord is not to be prejudiced by it, and yet the King shall have the Profits.

Ass of the Husband. Feme Copyholder of Inheritance takes Husband, Husband makes a Lease for Years, the Lord enters for a Forfeiture. Husband dies, Wife dies, the Heir of the Wife enters, and his Entry was adjudged lawful. *Palm.* 387. *Savern and Smith.* 2 Roll. 344.

A seised of a Copyhold in Fee, in Right of his Wife, surrenders it to a Stranger, whom the Lord admits; the Husband and Wife die, and the Heir enters; and adjudged lawful; for

for the Surrender here made no Discrimination, and a Diversity was taken between a Surrender of an Estate for Life, and an Estate in Fee : In the one the Estate is crown'd in the Lord by the Surrender, in the other not ; but is transferred to him to whom it is made. *Popb. 39. Moore's Case 813.*

Where the Custom of the Manor is, That the Wife of a Copyholder shall have her Widow's Estate, if she die seised, if he after Marriage, and before his Death, surrenders his Estate into the Hands of the Lord, to the Use of another, and dies, although the Surrendree is not admitted till after the Death of the Surrendror, yet the Wife shall be barred, because she can claim nothing of her Widow's Estate, but upon her Husband's Dying seised ; so that the Husband must be a perfect Copyholder at the Time of his Death, which was not in this Case, because he had surrendered in his Life-Time, and so had no Estate in Law left in him at the Time of his Death, out of which her Customary Estate could arise. *Hill. 5 W. & M. in B. R. vide 1 Salk. &c.*

A Copyholder's Widow who hath an Estate for her Life, during her Life sows the Land, and then takes Husband, the Lord shall have the Corn, and not the Husband, because her Estate is determined by her own Act, &c. *5 Co. 116. a.*

If a Feme Copyholder for Life takes Husband, who commits a Waste, this shall bind the Wife ; and the Difference as to this and the Husband's Making a Lease, is a Waste ; the Forfeiture goes to the Inheritance of a Wife, which continued for ever. But in *Sa-*

vern and *Smith's Case*, *Palm.* 397. this Forfeiture determines with the Lease ; but if a Stranger commits Waste without the Assent of the Husband, it is no Forfeiture. *Per Doddridge*: Where the Copyhold came to the Woman after Coverture, his Forfeiture shall not bind her ; for then it cannot be said it was her Folly to take an Husband that would forfeit, &c. *Vide* 4 *Rep.* 27. *Clifton's Case*.

Who shall take a Forfeiture, and when.

Lessee for Years of a Manor shall take Advantage of a Forfeiture committed by a Copyholder.

Feoffment. If the Lord of a Copyholder for Life Lease the Copyhold for Years, to commence after the End, Forfeiture, or Determination of the Life, and after Tenant for Life commits a Forfeiture by making a Feoffment ; if the Lord will not enter for the Forfeiture, the Lessee for Years may. *Roll. Abr.* 858. *Mere* and *Ridcall*.

Note ; Presentment is not of Necessity, but the Lord may take Advantage of the Forfeiture before Presentment. 3 *Reb.* 681. *Vide ante* 148, & 157.

Presentment is for the Lord's better Instruction of the Title, and to give the Lord Notice, and not to entitle him ; he may take Notice of it if he will, without Presentment. *Latch* 227.

If a Copyholder make a Feoffment of one Acre of Land, Parcel of his Copyhold, all the Copyhold is not forfeited by this, but only this Acre. 41 *El. B. R.* *Fuller* and *Terry*.

But

But if a Copyholder cuts down a Tree ^{Waste} which grows upon one Acre of Land, Parcel of his Copyhold, this is a Forfeiture of all his Copyhold, for that the Trees are to be employed in Building and Reparation of the Houses, and by the making such Waste all the Copyhold is impaired. 3 *Keb.* 641. *Paschal* and *Wood*.

Tenant *pro* Life, Remainder in Fee of a ^{Waste} Copyhold: Tenant *pro* Life commits a Forfeiture by Waste, and the Lord enters; this shall not bind him in Remainder, but the Lord shall hold it during the Life of Tenant *pro* *vie*.

If a Copyholder let for Years by the Li- ^{Feoffment} cence of the Lord, and after the Lessee makes a Feoffment, this shall forfeit only his Estate, and not the Estate of the Copyholder. 1 *Roll. Abr.* 509.

A Copyholder for Life commits Felony, and ^{Felony} is attainted thereof; he in Reversion enters, the Copyholder is pardoned: The Forfeiture is not to the Lord, but to him in the Reversion, because the Estate for Life was determin'd by the Attainder; for a Copyholder in the Eye of the Law is but a Tenant at Will, for by the Attainder he cannot hold an Estate; but of this Determination the Grantee in Reversion shall take the Advantage. 3 *Lev.* 94. *Vide* 1 *Lev.* 263. & *Lib.* 2. 107. a.

The Lord cannot seise for the Forfeiture ^{Seisure} of a Copyhold Estate without a Custom; but he may seise till the Heir comes of Age, without a Custom. 1 *Lev.* 63.

Upon a Forfeiture of a Copyhold, the Lord may grant the Copyhold before ^{Sei-} ^{fure;}

sure ; because this is a Determination of the Will, and is immediately in the Lord as in his Reversion. 1 *Lev.* 26. *Vide* 3 *Lev.* 94.

Admittance.

Dominus pro tempore of any legal Title, although at Will, may admit a Copyholder after a Forfeiture, and it is good, for he may make voluntary Grants : But a Lord by Tort or Disseisin cannot by such Admittance purge the Forfeiture, as to the Interest of the rightful Lord. 1 *Lev.* 26, 27.

But a Lord, who is a Disseisor, may admit the Heir of a Copyholder upon a Discent, and it shall bind the rightful Lord.

What will extinguish a Copyhold.

A Copyholder accepts to hold his Land by Bill under the Lord's Hand, and not by Copy ; this determines the Copyhold. 1 *And.* 199. *Colman* and *Bedel*.

If a Copyholder Grants or Releases to his Lord, this is said to extinguish the Copyhold, although it be contrary to the Nature of a Release to give a Possession. *Hutton* 81. *vide ibid.* *Latch.* 213. *Calth.* 97. 2 *Sid.* 19. *Moor Case* 330, &c.

The Lord of a Manor sold Lands which were held by Copy to a Purchaser in Fee, and afterwards the Copyholder released to the Purchaser. Adjudged the Copyhold was extinct. 1 *Leon.* 102.

So if a Copyholder accepts a Feoffment of his Copyhold, or joins with the Lord in a Feoffment of the Manor. *Godb.* 101.

Where

Where Copyhold Services shall be extinguished. See 8 Co. 102. 6 Co. 1.

But for a fuller Explication of the Law touching Copyholds, see *Lilly's Abridgment*, *Nelson's Abridgment*, and *Danvers's Abridgment*, Tit. Copyholds; as also *Nelson's Lex Maneriorum*, the Learning whereof being very large, I shall proceed to shew the *Method*.

A Lease for Years or Life, will extinguish a Copyhold Estate: *Contra* of a Lease at Will. See 4 Co. 31. 2 Co. 16. 1 Leon. 170. Cart. 6. 7.

If a Copyhold Estate be forfeited, or escheat to the Lord, or otherwise come to the Lord's Hands, if the Lord leases it for Years or Life, this can never be granted again by Copy; but if the Lord keeps the Lands in his own Hands, or demises them at Will, he may in such Cases regrant them again at his Pleasure. *Li. 4. 31. a.*

THE
 METHOD
 Of holding a
 COURT-BARON
 FOR THE
 Trial of Actions;

AND

Of the First Proceſs, Declarations, Pleadings, Judgment and Execution therein: Together with the Nature and Kinds of Actions uſually there brought, and Variety of Precedents relating thereto.

HAVING before treated of the Uſual and ordinary Buſineſs of *Courts-Law* and *Courts-Baron*, I ſhall here ſubjoin ſome Obſervations touching the Extraordinary Buſineſs of a *Court-Baron*, viz. *The*

Method of Trial of Causes therein: And herein first observe, That Courts-Baron have generally a Power or Authority to determine Matters of *Menum & Tuum* arising within their Jurisdiction, as Debt or Contract, &c. where the Cause of Action is under 40 s. and where a Matter of Freehold is not in Question: Yet of late this Authority is seldom executed in some Manors; for that Courts-Baron, which at first were held every three Weeks, are now held no oftener than Courts-Lect, *viz.* twice in the Year. But for that many Manors still retain their ancient Power and Authority in this Particular, I think it may be of some Use to lay before you the Method of Proceedings therein.

The Method of holding a Court-Baron for this Purpose is thus: First, enter the Stile of the Court, *viz.*

Man' de S. { **C**ur' Baron T. D. Nr Dñi
in Com' D. { **C**onstituti predicti ibm tunc
vicesimo die Septembris Anno Regni, &c.
coram M. B. Scneschallo Cur' Manerii
predicti.

Then command the Bailiff to make Proclamation, (*i. e.* say *Oyes* twice) and then to say.

“ All Manner of Persons that have been
“ summoned to appear here this Day, or have
“ any Thing to do at this Court, draw near,
“ and give your Attendance.

Then let the Bailiff make Proclamation again, *as before*, and say,

Of Courts-Leet,

And when the Panel is return'd, enter on the Head thereof thus: *Juratores inter A. B. Quer' & C. D. Def' de placito Debitt,* (or as the Case is.)

When the Jury are brought to the Bar, bid the Bailiff make Proclamation (twice) and say,

“ You good Men that be here impa-
 “ nell'd, to try the Issue between *A. B. Plain-*
 “ tiff, and *C. D. Defendant*, answer to
 “ your Names every Man at the first Call,
 “ upon the Pain and Peril that shall fall
 “ thereon.

If Twelve appear, then swear them one by one in this Manner :

“ You shall well and truly try the Issue
 “ joined between the Parties, (or between
 “ *A. B. Plaintiff*, and *C. D. Defendant*)
 “ according to your Evidence. *So help you*
 “ *God.* [And so Kiss the Book.]

And as they are sworn, enter before every Man's Name, *Jur'*, i. e. *Juratus est*; and being all sworn, bid them stand together, and hear their Evidence.

Then call the Witnesses, and as they appear to give Evidence, swear them severally, thus ;

“ The Evidence that you are to give to
 “ this Inquest, touching the Matter in Va-
 “ riance, shall be the Truth, the whole
 “ Truth, and nothing but the Truth. *So help*
 “ *you God.*

And after all the Evidence is given, then let the Jury depart to agree upon their Verdict; and when they are agreed, and return'd into Court, let the Bailiff call 'em

over

over, and every Man answer to his Name distinctly.

Then ask them, If they are all agreed on their Verdict.

To which the Jury reply, *Yea*.

Who shall say for you?

Jury. The Foreman.

Then call the Plaintiff three Times, thus:

“ *A B.* appear. or thou lovest thy Plaintiff.

A upon the Plaintiff's Appearance, ask the Jury thus:

“ *Gentlemen*, Do you find for the Plaintiff,
“ or for the Defendant?

And if Jury reply, *For the Plaintiff*; then ask them, What Damage do you assess?

Jury reply, *Sixpence Damages*.

Then say, “ Hearken to your Verdict;
“ you say you find for the Plaintiff, and as-
“ sess Damages Six-pence, and Costs of Suit
“ Six pence, and so you say all.

The Jury reply. *Yea*.

Then bid the Plaintiff pay the Jury, and so enter the Verdict.

And proceed to Trial of other Issues in like manner.

Note; If the Verdict find Matter uncertainly, it is insufficient, and no Judgment ought to be given thereupon; as if an Executor pleads *Plene administravit*, and Issue is joined thereupon, and the Jury find that the Defendant hath Goods in his Hands to be administered, but do not find of what Value; this is uncertain, and therefore insufficient.

Also a Verdict that finds Part of the Issue, and finds nothing for the Residue, is insuffi-
cient

cient for the Whole; because they have not tried the whole Issue wherewith they stood charged: But if the Jury give a Verdict of the whole Issue, and of more, that which is more is only Surplusage, and shall not stay Judgment; for *Surplusagium non nocet*.

The Court being ended, adjourn it to another Day, when you intend it shall be kept; commanding the Bailiff to make Proclamation of Oyes, and to say,

“ All Manner of Persons that have any
 “ more to do at this Court, let 'em come
 “ forth, and they shall be heard; otherwise
 “ they and every one else may depart for
 “ this Time, and keep their Hour here on
 “ — day, the Fifth Day of — next, by
 “ 9 of the Clock in the Forenoon.

Note; After the Court is ended, the Defendant being condemn'd by Verdict, and the Judgment enter'd as aforesaid, a *Fieri Facias* shall then be awarded to levy the Condemnation, *i. e.* the Debt, Costs and Damages, on the Defendant's Goods: And his Goods shall be taken by Virtue thereof, and may be appraised and sold to satisfy the Plaintiff. And in case the Defendant hath no Goods whereupon Levy may be made, then the Plaintiff hath no Remedy in this Court, for it being no Court of Record, no *Capias* lies therein: But in such Case the Plaintiff may bring an Action of Debt at Common Law, and declare upon the Judgment recovered and entered in this Court.

Of

Of the first Process of this Court, and subsequent Proceedings thereupon.

The first Process here is a Precept taken out by the Plaintiff, for any Debt or Damages under forty Shillings, arising within the Jurisdiction of the Court; which Precept is returnable at the next Court; and is a Summons for the Defendant then to appear and answer the Demand of the Plaintiff; and the Plaintiff is then to appear also by his Attorney. This Summons being duly served, if the Defendant does not appear accordingly, the Plaintiff may on Request have farther Process against him, *viz.* an Attachment or *Distingas* to attach his Goods; and if he appear not upon the first Attachment, then the Plaintiff may have an *Alias*, and then a *Pluries*, and so *in infinitum* against him, until he do appear either in Person, or by Attorney, to answer the Action and defend the Suit.

When the Defendant appears, the Plaintiff is to file his Declaration, and therein shew his Cause of Action or Matter of Complaint, and at what Time, and in what Manner the Debt or Duty accrued, or at what Time and Place the Wrong was done, and shew the Damages he hath sustained by such Wrong; which Debt, Duty or Damages, must be laid under Forty Shillings, or this Court cannot proceed therein.

And herein let the Attorney for the Plaintiff be diligent and careful in taking right and full

full Instructions, and inform himself of every Thing which is materially incident to his Client's Case; that so he may know what manner of Action is most proper to be brought, and how to proceed in, and manage the same.

Count.

A Declaration is sometimes call'd a *Count*, as a Count in Debt, a Count in Trespass, a Count in Slander, &c. But a Count is more properly used in real than in personal Actions; and a Declaration more applied to personal than real Actions.

Certainty,
&c.

A Declaration ought not to shew any Thing by Implication; and what is necessary to maintain the Action, must be certainly and expressly alledged therein; and therefore, if an Action of the Case be brought upon an *Assumpsit*; the Plaintiff must declare upon the whole Promise made, and not upon any Part thereof in certain, shewing the rest by Implication, for such Declaration is not good.

In Time,
&c.

Also if the Declaration suppose the Action to be brought before the Cause of Action accrued, the Defendant may take Advantage thereof, by Demurring thereto; but if a Trespass be done the Fourth of *May*, and the Declaration suppose it done the First or Fifth of *May*, when indeed no Trespass was done, yet if upon Evidence it appears to be done before the Action brought, it sufficeth. 19 H. 6. 47. 5 E. 4. 5. 21 E. 4. 66.

Therefore in Actions of Debt upon *Emisset* for Wares sold, or for Money or other Things lent, or upon an *Insimul computasset*, or Trespass, Battery, or Action on the Case, &c. you

you are not tied to lay the certain Day in your Declaration, but may lay it at any Time after the Cause of Action accrued. After the Action accrued. And *Littleton* says, That the Jury may find the Defendant guilty at another Day than the Plaintiff supposeth; for the Law more respects the Effect and Substance of the Matter, than every Nicety of Form and Circumstance.

If there be Words in a Declaration which have no Signification, and are superfluous, the Words shall be adjudg'd to be void Words, and shall not hurt, but be taken as if they had been wholly left out of the Declaration, *Superflua enim non nocent.* Words superfluous, &c.

If the Plaintiff do alter his Declaration after Plea pleaded, the Defendant may alter his Plea, for by the Amendment of the Declaration it may be so altered in Matter, that it may require a different Answer from what was formerly pleaded; and in that Case, if the Defendant could not amend his Plea, he might be trick'd for Want of a good Plea. Declaration amended.

It has been accustomed in many Places in Actions of Debt here, for the Plaintiff to file a Declaration according to the Cause of Action; and after the Third Attachment for the Defendant's not appearing, to sue out a *Venditioni exponas*, to sell such Goods as have been taken upon the Three Attachments: Which is done for this Reason, That when the Defendant will not appear, the Plaintiff may receive the Value of the Goods distrain'd towards Satisfaction of his Debt and Costs; for else the Goods would remain *Venditioni exponas.*

main in the Bailiffs Hands, and the Plaintiff have no Benefit by the said Attachment. The Form of the *Venditioni exponas* may be thus :

Manerium **W**. B. Beneschallus Maner-
de S. . rii p̄ Balibo ejusdem
Manerii Saltm. Mando tibi qđ unum
Juvencum (Anglice, a Steer) per te capt:
& appretiar ad Viginti Solidos de: Be-
nis & Catallis C. D. venditioni exponas,
Et qđ idem Juvencus Attachiat fuit ad
sectam M. B. in placito Debiti super de-
mandi de trigintis & novem solidis &
ad Curiam istam tene die — &c. p̄dictus
C. D. licet secundum Consuetudinem
hujus Curie solempniter exactus fuit non
comperuit per qđ secundum Consuetud
ejusdem Curie a tempore cujus contraxit
memoria hominum non existit idem Ju-
vencus forisfactus est, &c. qđ denarios il-
los habeas ad proximam Curiam ibidem
tenend die — &c. p̄r futur ad satisfaci-
end p̄fato M. B. de debito p̄dicto. Et
habeas ibi hoc p̄ceptum, & qualiter Ex-
ecutionem inde fecisti. Dat sub sigillo
meo (tali Die & Anno).

Per W. T. Beneschall itm.

If after the first Process of Summons is executed the Defendant appears, and the next Court after gives a Rule to declare, and the Plaintiff doth not file his Declaration within the Time; then upon such Default the Plaintiff is nonsuited, and the Defendant may have his Costs to be taxed by the Steward,
for

Non suit.
Costs tax-
ed.

for which Taxing there is nothing due to the Steward, but he receives Two Shillings for entering the Judgment, and Two Shillings more for the Execution.

In every Case where the Plaintiff may have ^{In what Cases.} Costs against the Defendant, there if the Plaintiff be nonsuit, or Verdict pass against him, the Defendant shall his Costs, as in Debt, Trespass, Covenant by Specialty or upon Contract, Actions upon the Case or upon the Statute, for personal Wrongs. But Executors or Administrators shall not pay Costs, either upon Nonsuit or Verdict, because their Actions are not founded upon Debts or Contracts made to themselves: But if they bring Actions for Things done to themselves, as for taking away of Goods from them, &c. and they be nonsuit, or Verdict be against them, in such Case they shall pay Costs.

After the Plaintiff hath appeared, and the Declaration is filed, upon the Appearance ^{Impar-} of the Defendant an *Imparlance* is to be entered. An *Imparlance* is, when the Defendant being to answer the Suit or Action of the Plaintiff, desireth some Time of Respite, the better to advise himself of what he is to plead in Answer, and which in Law is nothing else but a Continuance of the Cause over to a further Day, at the Request of the Defendant.

But a *Continuance* is properly when a Suit is ^{Continu-} commenced, and the Plaintiff hath declared, ^{ance.} He must continue his Suit from Court-Day to Court-Day, or else the adverse Party may take Advantage of it; this being only the Pro-

Proroguing of a Suit from Time to Time to keep it in Being, and is by the Act or Order of the Court, and sometimes by Agreement of the Attornies on both Sides.

Dies Datus. A *Dies Datus* is when a further Day is given by the Court, either to the Plaintiff to put in his Declaration, or to the Defendant to put in his Answer. The Rule or Day given is usually the next Court-Day, but if there be then Occasion, Fourteen Days more, or longer Time may be given, and this is always the Act of the Court.

Pleadings. As to Pleadings, observe. That the next Court after the Declaration filed by the Plaintiff, and an Imparlance given to the Defendant, the Defendant is to put in his Plea or Answer which he pleadeth or saith in Bar, or to avoid the Action of the Plaintiff, either by Confessing and Avoiding, or Traversing and Denying the material Parts thereof: To make this Plea legal, it must be full and perfect in Answer to the Declaration for a defective or insufficient Plea is in Law no Plea.

The Method and Order.

In Abatement.

And Note; In good Pleadings the Law requires Four Things, *viz.* Verity, Certainty, order, and Congruity, and in some Cases and Actions the Manner and Form is to be observ'd; also in good Pleading this Method is requisite. 1st. To plead to the Jurisdiction of the Court. 2^{dly}. To the Person of the Plaintiff or Defendant. 3^{dly}. To the Count or Declaration. 4^{thly}. To the Writ. 5^{thly}. To the Action of the Writ: And, 6^{thly}. To the Action it self in Bar thereof. The Five former are commonly called Pleas

Pleas in *Abatement*, and the latter a Plea in *Bar*.

The Causes of Abatement of the Writ are, ^{Of the Writ.} when the Plaintiff or Defendant is dead; Want of sufficient Matter in the Declaration, or not certainly alledg'd; the Name or Place of the Plaintiff or Defendant mistaken; Variance between the Writ, Specialty and Record; apparent Repugnancy in the Writ, Count, or Declaration; but not after Imparance you cannot plead in Abatement.

If you plead Disability in the Person, as ^{Person.} that the Plaintiff is an Alien, or outlaw'd, or attainted, &c. before you except to the Jurisdiction of the Court, as that the Cause is ^{Jurisdiction.} of Right triable in another Court, you cannot afterwards plead to the Jurisdiction, for a Plea to the Jurisdiction ought to be first pleaded.

The Person himself must plead *Misnosmer* ^{Misnosmer.} of himself or Place of Residence, by coming personally into Court; for a Plea of *Misnosmer* ought not to be pleaded by Attorney.

The Defendant's Plea must answer to every ^{Demurrer.} particular Part of the Plaintiff's Declaration, otherwise it is good Cause of (a general) Demurrer.

If the Defendant can have no Advantage ^{Pleas in Bar.} by Pleading in Abatement, or by Demurring, he may afterwards plead in Bar of the Plaintiff's Action, *viz.* a Release, Acquittance, Acceptance of other Things, Tender of Amends, Concord or Accord, Arbitrament, former Judgment or Recovery, Statute of Limitations,

Limitations, Disability of the Plaintiff, Privilege of the Defendant.

Replication.

If an Issue be not joined upon the Defendant's Answer or Plea in Bar, then the Plaintiff is to file his Replication to the Plea or Answer of the Defendant, which Replication must affirm and pursue the Declaration.

Rejoinder.

Then the Defendant must put in his Rejoinder to the Plaintiff's Replication, wherein the Defendant must pursue and confirm his former Plea; for every Replication ought to have Two Properties specially, *viz.* to follow and enforce the Matter of the Plea in Bar, and sufficiently to answer the Plaintiff's Replication.

Surrejoinder.

And if the Parties be not at Issue by reason of some new Matter disclos'd or proposed in the Defendant's Rejoinder, then the Plaintiff may surrejoin to the Defendant's Rejoinder; which Surrejoinder is a second Defence of the Plaintiff's Declaration, and opposes the Defendant's Rejoinder.

Rebutter, &c.

To which Surrejoinder the Defendant may put in a Rebutter, and if new Matter be offered in such Rebutter, the Plaintiff may put in a Surrebutter thereto; and the Rebutter is to follow and enforce the Rejoinder, and the Surrebutter to enforce the Surrejoinder, and answer the Rebutter. But 'tis very rare that any Cause proceeds as far as a Rebutter before an Issue in Fact, or a Demurrer in Law be joined, the former being to be determined by a Jury, and the latter by the Court.

For whenever the Counsel of the one Party are of Opinion that the Declaration or Plea of the adverse Party is insufficient in Law, then he demurreth or abideth in Law, and referreth the same (the Facts being agreed on both Sides) to the Judgment of the Court, to know what the Law is thereupon. Now there is no Demurrer in Law, but when the same joined, and therefore when a Demurrer is offered by the one Party, as is aforesaid, the other Party is to join with him (except he will amend on Payment of Costs), and thereupon the Demurrer is said to be joined, and then the Cause is to be argued by the Counsel on both Sides in open Court.

When the Declaration, Plea, Replication or Rejoinder, &c. are defective or mistaken in some Circumstance of Time or Place, it may be remedied by Consent of the Court or Parties, or by Motion to the Steward, (without Costs).

It sometimes happens that a Judgment is obtained, without referring the Matter in Controversy, either to the Court or a Jury; and such Judgments are usually by *Non sum informatus*, or *Nihil dicit*.

A *Non sum informatus* is a formal Answer made of Course by the Defendant's Attorney, whereby he says he is not informed what Plea to plead to the Declaration, and so leaves his Client undefended, and thereupon Judgment passes for the adverse Party. A *Nihil dicit* is when a Day is assigned for the Defendant to put in his Plea to the Plaintiff's Declaration, at which Day, if the Defendant does not plead accordingly, Judgment shall pass

pass against him, *Quia nihil dicit, i. e.* because he says nothing to the contrary.

Damages. For wrongful Vexation, Extortion, Sheriff not acquitting the King's Debtors, Sheriff's Estreats unsealed, forcible Entries, suffering Buildings to be in Decay, Waste, Distress wrongfully taken, Rescous, &c. *treble Damages* are to be given: In Debt, Trespass, Ejectment, Nuisance, Covenant, &c. *Costs and Damages.* Subtraction or not setting out of Tithes on Stat. Ed. 6. *treble Value*, and no Costs nor Damages. In Account no Damages nor Costs. In Detinue, the Value of the Thing detained, and Costs and Damages. In Replevin, Damages and Costs, &c.

Trial by Proviso. Where the Plaintiff will not try his Cause in due Time, the Defendant may try it by Proviso, on giving the Plaintiff Notice, and so be freed from the Trouble and Charge of attending the same.

New Trial. If the Court do believe that the Jury have given a Verdict against the Evidence in any Cause, they may order a new Trial to be on
Verdict, &c. Payment of Costs. And Note; In an Action of Debt, the Jury may find Part paid against the Plaintiff, and Part unpaid against the Defendant.

One Witness is good in all Cases for the Queen, (*Quære*) but there must be Two for a Subject, and the Oath of the Plaintiff will be taken before the Oath for the Defendant, if there be only Oath for Oath. *Sed vide Title Evidence, and Witnesses infra.*

Prohibition. If a Contract for above 40s. be severed into several Sums, in order to bring the Matter within the Jurisdiction of any inferior Court,

= Court, and they proceed to try the Cause
 there ; a Prohibition out of the *Queen's*
 5 *Bench* will lie to stop them from proceeding
 2 to Judgment, &c. Also, if in the Judgment
 1 given in an inferiour Court, they do not aver
 1 that the Cause arose within the Jurisdiction of
 1 the Court, a Prohibition will go, and is in
 1 Nature of a Writ of Error.

*Of the Nature and Kinds of Actions usually brought
 in this Court, and of Pleadings and other Inci-
 dents relating thereto.*

An Action in general, is said to be either Actions in general
 a legal Complaint of Injury received, and
 this is called *Actio, quia agitur de injuria*, or it
 is *Jus prosequendi in judicio quod sibi debetur*, i. e.
 A Form of Suit given by Law to recover a
 Thing we have a Right unto : But as the for-
 mer Definition seems more directly to relate
 to Criminal, so the later refers only to Ci-
 vil Actions ; and therefore to include both,
 we may define it to be a legal Complaint of
 Injury received, or Right with-held.

Actions in general are of Two Kinds, Cri- Their
 minal and Civil ; and Civil Actions are again Kinds ;
 commonly subdivided into Five Kinds, *viz.* And Defi-
 Real, Personal, Mix'd, Penal and Popular. nition.
 A real Action, is that whereby a Demandant Real
 claims Title to have a Freehold in any Lands,
 Tenements, Rents or Commons in Fee-Sim-
 ple, Fee-Tail, or for Life. A personal Action, Personal.
 is that which one Man may have against ano-
 ther by Reason of any Contract for Money
 or Goods, or for any Offence done by him

Mix'd.

Penal.
Popular.

or some other, for whose Act he is answerable. Action mix'd, is that where not only the Thing it self, being a real Thing in Demand is to be recovered, but also Damages for the Wrong done; and it is called Mix'd, as having a Respect both to the Thing and to the Person. *Actions Penal*, and *Actions Popular*, are both founded on some Statute, where by some Action is given that lay not before; as where one commits Perjury to the Prejudice of another, he who is endamaged shall have a Writ upon the Statute, and Damages upon his Case; and the Difference between an Action on the Statute and an Action Popular, is where the Statute gives the Action to the Party grieved, or to any one Person or Body in certain, that is called an Action on the Statute: But where a Penalty is given by a Statute, and Authority to every one that will sue for the same, that is termed an Action popular.

Also an Action penal aims at some Penalty or Punishment in the Party sued, be it corporal or pecuniary.

Local and
Transitory.

And Note; All real and mix'd Actions, as Waste, Ejectment, &c. are local, and must be laid in the same County where the Lands lie; but all personal Actions wherein Damages only are to be recovered, as Debt, Detinue, Assault, Annuity, Account, &c. may be brought in any County or Place, for they are transitory. Yet it is most adviseable to lay them in the proper County. But all Actions brought in this Court must be laid within the Jurisdiction.

The particular Actions usually here brought are, Actions of Debt, Case, Slander, Trespass, Battery, Detinue, Trover and Waste. Particular Actions.

An Action of Debt lies where any Sum of Money is due to a Man by Reason of any Account stated, Bargain, Contract, Obligation, or other Specialty to be paid at a certain Day, and which is not paid. 1. Debt.

Whilst an Account is current, there lies only an Action of Account; but when it is stated under Hand, and the Balance agreed, then it turns to an Action of Debt for the Balance.

If a Man makes another his General Receiver, who receiveth Money and makes an Acquittance, but payeth not the Money to his Master, yet that Payment dischargeth the Debtor; and the Master can have only an Action of Account against the Receiver.

An Acquittance is a good Bar of the Action, though nothing be paid.

Payment on a single Obligation or Bill, requires an Acquittance to be a Bar; but in Obligations with Conditions, no Acquittance is necessary.

Note; A Demand must be made before the Action be brought, in all Debts, unless upon Bond; and although there is a Limitation of Time for demanding and recovering of Book-Debts, &c. yet there is no Limitation in Case of Specialties, as Bonds, &c.

Payment of Principal and Interest due upon a Bond, is a good Discharge and Bar, though it be not done exactly at the Time limited; and it shall be deemed a full Sa-

tisfaction and Performance, if such Principal and Interest be brought into Court.

Money paid to any Person which has the Bond, and endorsed thereupon, is a good Payment, and shall conclude the Creditor; but it is good to see that such Person has the Creditor's Authority to receive it; for otherwise, if he breaks, &c. it may be unsafe, and occasion a Suit in Equity.

Upon a single Bill to pay Money at several Days, or upon a Lease of Personal Things, or Rent payable at several Days, an Action will not lie for the same till all the Days are past: But by Recognizance, special Condition of an Obligation, or special Reservation of Rent, or any real Things, an Action lies upon every Breach of Promise.

A Statute, Judgment or Recognizance, may have present Execution taken out without further Suit, as a present Duty, which a Bond or other Thing not recorded cannot.

Where a Lessee for Years holds over his Term, or takes a new Term, the Lessor may not distrain his Cattle for Rent due before his first Term was expired; but he might bring an Action of Debt upon the Covenant; but this is now altered by Stat. 8 Anne, c. 17.

An Heir has no Benefit of Money lent on Mortgage, &c. by his Ancestor, unless the Word *Heirs* be contained in it; for as an Heir is not obliged to pay Money of his Ancestors, unless he be particularly named, so he cannot be enabled to receive the Money lent by his Ancestor unless he be named also.

A Man ought not to take more than 6*l* per Cent. for Money lent; if he does, it is Usury and Extortion, and he forfeits treble the Value; and Interest of Money, without saying what Interest, shall be intended 6*l*. per Cent. per Annum.

A Husband shall be charged with the Debts of his Wife only during her Life; and if a Man die without receiving a Debt due to the Wife, the Wife shall have the Action, and not the Husband's Executors.

On Contracts or Bargains, a Man may keep his Goods until he has his Money, but no longer; and if you agree to give me so much for a Thing, and do not give it me presently, I may avoid the Bargain, and sell it to another.

The Husband shall not be charged with the Contract of the Wife, unless he give her Authority to do it; and a Man shall be charg'd in Debt for the Contract of his Bailiff, Servant, or Wife, where he giveth them Authority to buy or sell for him. And where Goods are sold by the Servant; in Debt it is supposed they were bought of the Master, and he may bring his Action for the Money.

But for Felony, Battery, Breach of the Peace, &c. or for Money received or borrowed by the Servant to his own Use, the Master is not answerable, unless it was done by his Command, or by Authority from him.

Per Stat. 29 Car. 2. Of Frauds, &c. No Action shall be brought to charge any Executor or Administrator upon any special Promise to answer Damages out of his own Estate, or to charge the Defendant upon any special

Of Courts-Leet,

Premise. to answer the Debt of another Person, or to charge any Person upon any Agreement made upon Consideration of Marriage, or upon any Contract or Sale of Lands or Interest therein, or upon any Agreement not to be performed within a Year, unless such Agreement or some *Memorandum* thereof be in Writing, and signed by the Party charged, or some other Person by him authorized.

Not any Contract for the Sale of Goods to the Value of 10*l.* or upwards, without accepting of the Goods sold, or giving something in Earnest, or some Writing or *Memorandum* thereof be signed by the Parties or their Agents lawfully authorized thereunto.

If Executors bring an Action, it must be in all their Names, although some of them refuse the Office; but if an Action be against them, it must be laid only against such of them as do administer. And an Executor must pay all Debts before Legacies, and that in the Order following, *viz.*

He may pay his own Debt first, then Debts to the Queen; Debts on Record by Judgments, Statute or Recognizance entred into by the Deceased; Debts due by Obligations, Penal Bills, Rents of Leases, Servants and Workmens Wages, Debts on Shop-Books and verbal Contracts: and if the Executor pays any of these last before the former, he is liable to all, even out of his own Estate, for Want of Assets: but if there be enough left to pay all the Debts, he may do it in what Order he pleases.

An Infant may be obliged to pay for Meat, Drink, Clothes, Physick, Teaching and such like

like Necessaries as are proper and fitting for his Quality. Where an Infant sues, he may do it either by *Prochein amy*, or Guardian; but where he defends, it must be by Guardian only, for he can neither sue or defend (alone) by Attorney.

Two Persons jointly trading, one of them is answerable for the Debt of both, in case one of them goes aside, or fails.

For a Debt on simple Contract, &c. it is the safest Way to bring an Action on the Case, if the Cause of Action will bear it, and then the Defendant cannot wage his Law, and if you can prove the Money lent, or the Goods delivered, the Law implies a Promise of Payment, which is the Ground of your Action upon the Case.

Wager of Law is a Disowning the Debt, Contract or Suit, and putting in Surety that he will make his Law by such a Day, when he is to make Oath, That he owes not the Debt, &c. and two others are to swear, they believe he hath sworn the Truth. And the Defendant may wage his Law on Money lent, a Book-Debt, Contract, or upon Detinue, or any other Debt not grounded upon a Specialty on Amerciament in a Court-Baron; Feme-Covert with the Husband for the Debt of the Wife, &c.

But the Defendant may not wage his Law against the King, or an Infant, or in any Debt grounded upon a Statute, Recognizance, Bond, or other Specialty; nor by a Master for Salary owing to his Servant; nor in Actions of Account against a Bailiff of a Manor, or against a Receiver upon the Receipt

of Money by the Hands of another (unless it be by his Wife); nor in Debt for a Fine in a Court-Leet, it being a Court of Record, or in Debt to an Attorney for his Fees; nor shall an Executor for the Debt of the Testator, for it must be done in Person; also a Man outlawed, attainted, or indicted of Conspiracy or Perjury, or otherwise becoming infamous, shall not wage his Law.

Lands or Goods of a Debtor are liable to Execution in any County or Counties; but the Body only in that County where the Writ is directed. Also Lands in the Hands of Trustees and Executors, &c. may be extended for Debt.

But Lands held in Dower may not be distrained for any Debt contracted by the Husband; for Dower is a Provision which the Law makes for the Wife, as a Maintenance for her after her Husband's Death, and in lieu of her Portion brought to her Husband.

Nor shall any Lands or Goods actually and *bona fide* sold to another, be liable to Judgment or Execution; if sold before the Judgment and Execution be sued out; but otherwise they are liable in whose Hands soever they are found.

Of Actions upon the Case.

An **Action** of the Case is a general Action given for Redress of Wrongs done without Force against any Person ; and lies in these several Instances, *viz.*

For Deceits in any Contracts, Bargains, Sales in Wares, &c. and if such Deceit be by a Servant, the Master is answerable for any Breach of Promise or Contract. Also an Innkeeper, or his Servant, losing Goods, or suffering a Horse, Goods, &c. to receive Damage after they are delivered to them by the Owner or his Servant to be kept ; also for Goods lost, stolen, or abused, after delivered to a Carrier, unless the Carrier give a Caution, or make some Declaration that he will not be answerable. Also a Sheriff, or other Officer, neglecting his Duty, or doing it deceitfully ; so against an Artificer for not doing Work undertaken to be done, or doing it deceitfully ; so where a Thing is lent, and receives Damage ; so a Dog, Bull, or Boar, &c. biting or hurting Men or Cattle, whereby a Damage is received ; so for enticing away one's Servant, Apprentice, Wife, &c. or for disturbing Officers in doing of Justice. And if any Man borrow a Horse, and ride him excessively, or further than agreed, or neglect him in Feeding, &c. whereby Damage is received ; also for not grinding at the Lord's Mill, according to Tenure ; so for not repairing of Houses, Hedges, Ways, &c. Also for common N
ghway
uses,
rs,

Rivers, &c. or any other Thing therein, whereby any special Prejudice is received, the Party damnified may have a special Action on the Case.

And the Master may have this Action for any Thing sold or done by his Wife or Servant: And where a Promise is made by the Wife or Servant for or on Behalf of the Husband or Master, the Action for Breach of this Promise must be brought against the Husband or Master, and not against the Wife or Servant. And an Action lies against the Husband for Goods delivered to the Wife, if it can be proved that the Goods came to the Husband's Use.

The Husband may bring an Action alone for scandalous Words spoken against him and his Wife, and recover thereupon; and may afterwards join with his Wife in another Action to recover Damages done to the Wife by speaking of the same Words, for they are both particularly damnified: And the Husband must join with the Wife to sue for Damage received by the Wife only.

Of Actions of Slander.

An Action of Slander lies for defaming a Man by Words, Writing, Signs, or Gestures, whereby he may be subjected to some corporal Punishment, as Loss of Life, Liberty or Member, or prejudiced in his Reputation, Trade, Livelihood, or Preferment, or charges him with having some infectious Disease, or where-
by he receives some particular Damage, *viz.*

I. For

1. For such Words as, if true, would touch a Man's Life, as to call one Traitor, Thief, Buggerer, Sodomite, Robber, Murderer, Felon, &c. or to say, one has committed any of those Crimes.

2. Such Words as, if true, the Punishment would be Loss of Limb or Member, render him infamous; as to charge a Man with Perjury, Forgery, Blasphemy, &c.

3. Words which touch a Man in his Liberty, and, if true, would subject him to Imprisonment, Fine or Pillory, Penalty; as to say, She keeps a Bawdy-House; or, He hath forged a Lease, &c.

4. Or which scandal a Man in his Office or Place of Trust; as to say of a Judge or Justice, He is a corrupt Judge or Justice, &c.

5. Or which slander him in his Calling or Trade; as to call an Attorney, Knave; or a Tradesman, Bankrupt.

6. Or tend to the Loss of one's Preferment; as to call one about to be presented to a Benefice, Heretick; or a Woman about to be married, Whore, &c. i. e. if by Reason thereof they lose their Preferment.

7. Or which charge one with having an infectious Disease; as with having the Plague, *French Pox*, &c. for such ought to be separated from Society.

8. Or, which slanders his Title to an Estate; as to say, He has no Right or Title in his Estate, when he is about to sell it, whereby he receives Damage.

Or

9. Or which tend to his Disinheritance; as to say, He is a Bastard, &c. but this must be only of the next Heir as 'tis said.

10. Or which any other Way tend to a Man's Damage, and he receives any special Damage thereby.

All such Words are actionable.

And Note; Where Words spoken touch a Man's Life, though by Way of Hearsay, Dream, or Relation, or by Way of Interrogation, or even Negation, yet they will bear an Action.

As to say, B. told him that C. had stole a Horse, with an Averment that B. did not say so. So, I dream'd this Night that you stole; so. Where is the Sheep thou stolest from B? Or, You are no Thief; no, are you? &c.

And in such Case, though Words are not actionable in themselves, yet with Respect to the Hearers Understanding, if they tantamount to Words actionable, they will bear an Action: As to say in *Yorkshire*, Such a one has strevned a Mare; or in *Norfolk*, Thou art a Healer of Felons; or by speaking *Welsh* Words, &c. But here an Averment seems necessary of the Meaning of the Words.

But Words touching Life or Member may not be actionable when spoken too generally, or not certain of whom meant, or of a double, indifferent, or doubtful Sense, or qualify'd by Words subsequent or impossible to be true, or charge but an Intent, or when it appears
the

there could be no Damage to the Plaintiff by the Speaking.

Yet though they are of a double, indifferent, or doubtful Sense, they are not to be taken contrary to common Intendment.

And Note; Where the Words tend to Loss of Life, Liberty, Member, corporal Punishment, or scandalize him in his Office, Place of Trust, Function, Profession, or Trade of Livelihood, or charges any infectious Disease, no special Damage need be alledged; but in all other Cases, some special Damage need be shewn.

Also, there are two principal Grounds observable in all Actions on the Case, *i. e.*

1. *Causa dicendi.*
2. *Affectus dicentis.*

The former must be collected out of the precedent Discourse or *Colloquium* concerning the Plaintiff or Defendant, and Circumstance of the Case; and therefore Words in many Cases, that being taken singly in themselves would bear an Action, yet being joined with other Words or Discourse, and so the *Causa dicendi* considered, they will not be actionable.

2dly, As to the *Affectus dicentis*, it ought to be regarded whether the Words were spoken *ex Malitia*, or not; for if it do appear that they were not spoken out of Malice, but were innocently intended, I think no Action ought to lie. And no *Innuendo* can make such Words actionable as are of a double or indifferent Meaning, or incertain of whom spoken;

spoken; much less ought it to strain the Sense of Words to a different Meaning than when spoken.

And *Note*; If the Words set forth in the Declaration be only Part of a Sentence, and the whole Sentence would make a better Construction, there the Defendant may set forth the whole in Bar.

Of Actions of Trespass.

A Trespass is a Wrong supposed to be done with Force and Arms, and may be committed either against the Person of a Man, or against his Goods; and herein the Plaintiff shall recover Damages according to the Wrong done him, and the Defendant by Strictness of Law was to pay a Fine to the King for Breach of the Peace, and the Judgment was *Quod capiatur*; but this in Trespass, Ejectment, Assault, and false Imprisonment, is now taken away by Stat. 4 & 5 W. & M. cap. 12.

Trespases against the Person of a Man are of several Kinds or Degrees, viz.

1. Menacing or Threatning: Where one doth threaten to do another any Hurt, where some Loss or Damage ensues, as for that he is afraid to go about his Business, this Action lies.

2. An

2. An Assault; where one doth unlawfully set upon, or attempt to beat another, but doth it not; and therefore Lifting up of the Hand in Anger against a Man, is an Assault in Law; and so is the Offering to do any bodily Mischief.

3. Battery is where one doth unlawfully strike or beat, or throw any Thing at another, and therefore Throwing Drink on a Man is Battery, unless it happen by Accident. And it seems, if A. comes in Aid of B. who is beating C. tho' A. does not touch C. yet he is guilty of the Battery. Spitting in a Man's Face is Battery. *Vide Mod. Cases* 172. And by 3 *Roll. Abr.* 548. one can't justify Battery of another in Defence of his Goods, but may if he Attempt to take Money out of his Purse, &c. So he may in Defence of his Person, or the Person of his Wife, Father, Mother, Child, Master, or Servant, or of his Possessions, as his Houses, &c.

4. *Mayhem* is where one doth, by some violent Act, take from me the Use of some Limb or Member, whereby I am the less fit to serve or defend my self or Country. As to deprive me of the Use of any of the principal Members of my Body, as Hand, Leg, Finger, Eye, Fore-Teeth, &c. And if the Hurt be great, I may have this Action, or an Appeal of *Mayhem* at my Election.

And Note; One cannot justify Wounding another in Defence of his Possessions, but may justify a Battery in that Case.

5. Imprisonment, where one is restrained of his ordinary and lawful Liberty, so that he cannot go about his Business, as if one lays

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hold

hold upon me and restrains me, or holds me in his Arms, or keeps me in my own or another's House against my Will, or ties me to a Tree or Post, or puts me in the Stocks or in Prison without good Cause or Authority, or if any one arrests me at a forbidden Time or in a forbidden Place.

Trespasses against a Man's Goods, may be said to be either.

1. Against those that are animate, and those either reasonable, as his Wife, Child, Servant, Tenant, or the like; or unreasonable, as Horses, Cows, Sheep, Cattle Poultry, &c. 2dly. Against Things inanimate, as Lands, Houses, Plate, Householdstuff, &c.

Trespases are done either with Pretence of Title; by which the Property is altered, or without Pretence of Title: They are also said to be Local, as Cutting of Trees and Grass, Digging of Ground, &c. or Transitory, as the Beating of a Man, Carrying away his Goods, Spoiling his Writings, &c.

All Persons, Men, Women and Children, not disabled to sue in any Action, may, where 'tis proper, have this Action for their Relief; and all Persons, Male or Female, Lunatics under Age, or others that do any such Wrong, may be sued in such Action.

And not only he that does the Wrong, but he that is accessory to it, either before or after, may be charged as principal in this Action; as where one doth command, procure, incite, or perswade another to do it,
and

and especially if he be present when done, or doth participate with it after it is done, he is a principal Trespaffor, and the Party grieved may have this Action against them all, or any of them, for it.

A Man and his Wife may have this Action together, for any the least Beating or Imprisonment of the Wife; but if it be such a Beating as thereby he loses her Company or Service, he alone may have it, and so for any Hurt done to his Servant, whereby he loses his Service.

If a Servant do a Trespass by his Master's Command, both of them may be sued; but if the Servant do more than he is commanded, the Master shall be charged for no more than he commanded, but the Servant for the Whole; and if the Servant do any Thing on his own Head, he alone shall be charged. Also the Husband is bound to answer for many Trespaffes of the Wife, but not to sustain corporal Punishment for any; and the Husband cannot be a Witness for or against the Wife, nor the Wife against her Husband, unless it be in Treason, nor for her Husband in any Case whatsoever.

In Trespass, &c. the particular Damage must be set forth, that the Defendant may know how to answer.

Of Actions of Detinue, Trover, &c.

An Action of Detinue lies where another ^{Detinue.} has Goods or Chattels lent or delivered to him to keep, or to deliver over to a Third

Q 2.

Person;

Person; or if they come to his Hands by Finding, Delivery of a Stranger, &c. and he refuses to re-deliver them, or to deliver them over, or hath lost or misemployed them: In either of which Cases the Owner may have this Action, and hereby the Plaintiff shall recover the Thing it self, if it may be had with Damages; or if not to be had, then for the Thing in Value, and Damages for the Detainer.

And generally, where in any Case another hath any Thing of mine, and I may have *Detinue* for it, there after I have demanded it, and he denies to deliver it, I may either have *Detinue*, or *Trover* and *Conversion*, at my Election; for it is but Justice that I should have my Things again in *Specie*, if they may be had, or Damages to the Value for the Detaining in *Trover*, wherein a Denial to deliver is a *Conversion* in Law.

Trover.

But in an Action of *Detinue* for Goods or Chattels, the Defendant may wage his Law, which in an Action of *Trover* for the same he cannot, which has occasioned Actions of *Trover* to be much more frequent, and that of *Detinue* to be almost wholly laid aside. Now *Trover* and *Conversion* is in its Nature but an Action of the Case, and brought to recover the Value of the Goods, if wasted or lost, and Damages.

Trover lies for Money in a Bag or Chest, or for so many Pieces of Gold at so much a Piece, or for so many Pieces of Silver in certain, or for any live Goods, as Horses, Oxen, Sheep, Hens, &c. or for Things inanimate, as Rings, Carpets, Wood or Trees

cut down : So for Things that have been *feræ Naturæ*, as for Deer, Hawks, Spaniel Dogs, &c. but this must be after they are reclaimed ; for while they are *feræ Naturæ*, this Action will not lie for them, nor will it lie for any Part of a Freehold ; as for Lead upon the House, Doors, or Windows, &c. affixed thereto, while it so remains ; but if it is converted after it is remov'd, then this Action will lie.

And Note ; To maintain this Action, these Things must be observ'd, *viz.*

1. That the Plaintiff has a Property or Right in the Thing.

2. That the Defendant hath or had it in his Possession.

3. That there be a Demand and Denial to prove the Conversion.

4. That the Things be certainly set down in the Declaration ; but the Time of the Conversion is not needful.

Possession without Property is enough to maintain Trespass, but not Trover, because Trover is grounded upon the Right, and there must be a Property in the Plaintiff.

In Trover for a Bond, the Plaintiff need not shew the Date ; for the Bond being lost or converted, he may not know the Date ; and if he should set out the Date, and mistake it, he would fail in his Action.

Trover lies against Baron and Feme, setting forth in the Declaration, That they converted them to the Use of the Husband ; for the Feme may be a Trespassor, and she may convert to the Use of the Husband

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but not to her own Use, neither can it be *ad Usum* of the Baron and Feme *con-
verterunt*, or *ad Usum proprium*, or *ad Usum
suum*.

If I deliver Goods to a common Carrier to carry to a certain Place, and the Goods are stolen from him, this is not such a Conversion in the Carrier, so as to charge him in Trover: But an Action of the Case upon the Custom of the Realm lies against him as a Carrier; *contra* if delivered to one to be kept. *Vide Li. 4. 83. b.*

If a Man takes my Horse and rides him, and afterwards redelivers him to me, yet Trover lies against him; for this is a Conversion, and the Redelivery is no Bar to the Action, but shall be only in Mitigation of Damages.

In Trover, the Plaintiff may declare upon a *Devenerunt ad manus* generally, or *Per inventionem devenerunt* specially; tho' the Defendant came to the Goods by Delivery of the Plaintiff himself.

That Trover and Trespass cannot be laid in one Declaration. *Vide Lutw. 1526.* nor Trover and *Assumpsit*, by 2 *Lev. 101.* 3 *Lev. 99.* Trover before Marriage, and Conversion after, and the Husband and Wife join, and good. 2 *Lev. 107.*

Pleas in Bar in Trover were formerly of divers Kinds, but now they are almost wholly reduced to the general Issue, *Not guilty*, and the special Matter is to be given in Evidence. And any Thing may be so given in Evidence, which proves that the Plaintiff hath no Cause of Action, or which entitles the
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the Defendant to the Thing in Question. And per *Twissden*, 1 *Keb.* 303. there is now no Plea in Trover but *Release*, or *Not guilty*, for every special Plea in Justification is *Tantum*.

Of Actions of Waste.

A Writ of Waste is brought either in the *Tenet*, when 'tis against him that hath the present Estate, or in the *Tenuit*, when 'tis against him that had the Estate in the Land: And where 'tis found against him in the *Tenet*, the Plaintiff shall recover treble Damages, and the Place wasted, *viz.* If it be in one or two Rooms separately, then those Rooms only; if in a Close, as much of the Close as is wasted; if it be in the Trees or Hedge-Rows, the Circuit of the Root, and no more; if in a Corner of a Wood here and there, then that Corner only; but if in divers Places of the Wood up and down, then perhaps the whole Wood: And this he shall recover, discharg'd of all Incumbrances. And now by Statute 8 & 9 *W. 3. cap. 10.* in all Actions of Waste, wherein the single Value or Damages found by the Jury do not exceed Twenty Nobles, the Plaintiff shall have his Costs also.

So that Waste is properly a Spoil or Destruction committed (or permitted) in Houses, Woods, Gardens, Orchards, or Lands, by a Tenant for Life, Years, in Dower, by Courtesy, or Guardian in Socage, to the Prejudice of the Heir, or of him in Reversion

or Remainder: And this Action may be brought by any of them, or their Grantees. But Tenant for Life, or he who has a less Estate than a Fee-Tail, may not have this Action, unless it be a Parson, &c. on his Lease.

If the Ancestor die pending the Action, the Heir may finish it, by Statute 11 H. 6. c. 5. And if two Coparceners be of a Reversion, and Waste is committed, and one of them dies, the Survivor and Aunt may maintain it. And *note*; If a Feme Covert have Cause to bring this Action, she and her Husband must Join in it.

It lies, as foresaid, against Tenant for Life, in Dower, by Courtesy, and Guardian in Socage, or Tenant for Years, a Year, or Half a Year; also against an Occupant, because he hath the Estate of the Lessee. So against an Executor *de son Tort* of a Term: But Tenant in Fee-Simple, Fee-Tail, or Tail *apres Possibility*, or Tenant by *Eligat*, Statute-Merchant or Staple, or Tenant in Mortgage, or at Will, are not punishable for Waste, nor a Wife after her Husband's Death; nor the Husband of a Tenant for Life after his Wife's Death, for Waste committed by the Husband; nor against Executors or Administrators for Waste done by the Testator; nor a Guardian for Waste done by a Stranger, as a Termor shall.

It lies against an Infant, not only for voluntary Waste, *i. e.* done by himself; but also for permissive Waste, *i. e.* done by a Stranger: Also it lies against Husband and Wife, if a Lease be made to the Wife alone for Years or Life, and she or her Husband doth

doth Waste, if brought during her Life and Term. It also lies against Tenants in Common or Jointenants. 1 *Cook* 200. So against a Disseisor. *Nat. Br.* 37. So against a Stranger. 1 *Co.* 54. *Dr. & Stud.* 34. And so against Guardian in Socage for voluntary Waste. 5 *Co.* 12. 6 *Co.* 7.

To pull down Houses, or suffer them to be uncovered, so that the Spars, Rafters, Planks, or other Timber, become rotten, is Waste; but if uncovered when let, though the Tenant suffer it to fall down, it is not; yet though it be uncovered or ruinous, if he pull it down, it is; and 'tis queried, If his Building it again is not a new Waste. See 40 *Aff.* 22. 23 *H.* 6. 24. 29 *E.* 3. 23. *Co. Lit.* 53.

If the Tenant, &c. raze or pull down a new Frame of a House which was never covered, it is no Waste. 40 *Aff.* 22. *Bro. Wast.* 117. But if he build a new House where none was before, it is; and if he after suffer it to be uncovered or ruinous, it is a new Waste.

If a House be uncovered, or overturned by Tempest, or burnt by Lightning, or prostrated by Enemies, &c. without any Default of the Tenant, or was ruinous at his coming into it, and falls for Want of Repairs, 'tis no Waste. *Li.* 4. 63. And the Tenant may rebuild it with such Materials as remain, and with other Timber growing on the Land, for his Habitation; but if he make it larger than it was, it is Waste.

But if a House be only uncovered by Tempest, or otherwise, though 'tis no Waste to let

let it lie so till the main Timber be rotten, yet then it is Waste for not repairing it in Time. And if a Tenant suffer his House to be wasted, and then fells Timber to repair it, this is Waste. *Quære*, If not a double Waste? And *note*; Though there be no Timber growing upon the Land, yet the Tenant at his Peril must keep the House from wasting.

If Glass-Windows, though glaz'd by the Tenant be broken down, or taken away, 'tis Waste; for the Glass is Part of the House: And so of Wainscot fix'd to the Walls, or Posts with Nails, Screws, or Pins; for if it be once fix'd, 'tis Part of the Freehold: And the like of Doors, Benches, Furnaces, &c. annex'd to the House, tho' fix'd by the Tenant, or him in the Reversion. Yet if a Termor erects a Furnace, &c. in the House, and does not fix it to the Walls or Posts, and takes it away within the Term, this is no Waste, for the House is not impaired: And in *London*, 'tis usual to remove Wainscot, Furnaces, &c. within the Term.

If a Stable be ruinous at the Time of the Lease made, and fall, the Tenant may cut down Trees to make a new one; but if there were none before, 'tis Waste to cut Trees to build one: And if he build with them after they are cut, this seems a second Waste.

Burning a House by Negligence or Mischance, was formerly Waste; but now by Statute 6 *Annæ*, cap. 31. no Action shall be maintainable against any Person in whose House

House or Chamber any Fire shall accidentally happen.

Oak, Ash and Elm, are Timber-Trees in all Places, and Cutting them down, or Lopping and Topping them, or doing any other Act whereby their Timber may decay, is Waste: Also Beech is Timber in Places where Timber is scant, or where it is used in Building for Habitation; and if a Tenant cut down such, or grub it up, or suffer the young Germins to be destroyed, it is Waste.

Waste in
Woods,
Trees, &c.

So though a Tenant may by Law take House-boot, Hay-boot, Plough-boot, and Fire-boot, and may cut Underwood, &c. for those Purposes; yet if for this he destroys the young Germins, or stub up the same by the Roots, so as it can grow no more, 'tis Waste: And where there is a Wood in which grows nothing but Underwood of Ash, Beech, &c. the Termor cannot cut all: *Contra*, where Ash, Beech, or other Trees, grow among, there he may cut all the Underwood.

Cutting of Beach, Birch, Asp, Maple, Willows, &c. standing in Defence or within View of the House, is Waste; and 'tis said, Cutting of White-thorn is, but not of Black-thorn; *sed Quære*: But Cutting of Hazels which grow not under or among great Trees, but in Places by themselves, is Waste. So to stub up or destroy a Quick-set Hedge of White thorn, Black-thorn, &c. but Cutting of Wood that is hollow, dead, or dry, is not Waste.

Where

Where Oaks are cut, and the young Germens suffered to be eaten, trodden down, or spoiled by Cattle, so that they will be but Shrubs, this is Waste: And one may assign Waste in cutting of Twenty Oaks, and another Waste in not springing their Stock or Germens; for if they were saved, they would spring again, and grow to Timber.

Beech of the Age of Twenty Years or upwards may not be cut by Tenant for Life or Years, unless in some Countries where there is Plenty of Timber; but Waste can't be assign'd in cutting Beeches of Seven or Eight Years: Also a Termor may take Beech, Ash, or the like seasonable Wood, which have used to be felled every Ten or Sixteen Years, and it is no Waste, for it is *Sylva cadua*: *Contra* where they are fit for Timber, except it be for Reparations.

If Tenant cuts down Trees, and sells them, and after buys them again, and imployes them about necessary Reparations, yet by the Sale it is Waste; for he cannot sell the Trees, and with the Money cover or repair the House. So Cutting of Beeches, and Selling them, is Waste; but he may cut them to repair Houses, &c. *i. e.* upon the same Lands, but not upon other Lands. And he may take sufficient Wood to repair Walls, Pales, Fences, Hedges, and Ditches, *i. e.* as he found them; but to make new ones will be Waste.

Waste in
Orchards,
Gardens,
&c.

The Pulling down of the Stone or Mud of a Garden-Wall, is Waste. *Kitch.* 242. But if a Wall be uncovered when the Tenant comes in, it is no Waste if he suffer it to decay. *Co. Lit.* 53.

Where

Where Apple-Trees are blown down, and after become dead, the Tenant may cut them for Fewel; but though they lie along on the Ground, yet if they bear Fruit, Cutting of them is Waste.

Cutting of Damson-Trees is Waste, and so of any Fruit Trees growing in Gardens or Orchards; but not if such Trees grow in any Place or Ground out of a Garden or Orchard: Nor is the Cutting dry or hollow Trees, that bear neither Leaves nor Fruit, Waste, tho' they are in Gardens or Orchards.

To suffer a Sea-Bank to be in Decay, so ^{In Lands.} that the Salt-Water overflows and spoils the Ground, is Waste: *Contra* if it be broken down by sudden Rage of the Sea, without the Tenant's Default. And if he repairs not the Banks of Rivers, whereby the Land is overflowed, so that it becomes rushy and unprofitable, it is Waste.

If the Tenant converts arable Land to Wood, or *Converso*, or Meadow to Arable, it is Waste; for it does not only change the Course of Husbandry, but the Evidence of the Lands: Yet to suffer arable Land to lie fresh, so that it is full of Thorns, is no Waste.

Digging for Gravel, Lime, Brick, Clay, Earth, Stones, &c. is Waste. *F. N. B.* 59. yet he may dig for any of these for necessary Reparation of the House. *Co. Lit.* 53.

To dig for new Mines of Metal, Coals, ^{Mines.} &c. not open at the Time of the Lease, is Waste; for if there be open Mines, and a Lease is made of the Lands with the Mines therein, this shall extend to the open Mines only, and not to any hidden Mines: But if there

there be no Mines open, and the Lease is of the Land, together with all Mines therein, in this Case the Tenant may dig for them, *&c.* Co. 5. 12. 20 H. 6. 1.

Parks, &c.

For Waste in Parks, Warrens, Fish-Ponds, *&c.* See Co. Lit. 53. Dyer 37. Kelw. 37. Br. Wast. 39, 94, 130.

Note ; If a Lease be made without Impeachment of Waste, no Waste can be, *i. e.* the Tenant is not punishable for any Waste. Dyer 240. Also an Action of Waste lies not in ancient Demesne. 2 Sand. 254.

Lord a
Trespassor.

The Lord may not enter upon his Tenant's Lands to cut Timber, dig Mines, *&c.* without such particular Reservation or Exception in the Lease, nor enclose the Waste without the Tenant's Consent, but in such Cases he will be a Trespassor. But he may enter upon the Waste to cut Trees, dig Mines, *&c.* without such Consent, provided the Highway be not annoyed ; for all the Waste is the Lord's, except Highways for the Queen and her Subjects to pass.

Of Pleas in Bar, and General Issues.

Pleas in Bar are of Two Kinds, *General* and *Special* : *Special* Bars are where the Defendant pleads some Special Matter, according to the Circumstances of his Case, in Bar of the Plaintiff's Action. A *General Bar*, is where the Defendant pleads the General Issue, which is a general Denial of the Matter charged in the Plaintiff's Declaration, as in the Cases following :

To

To an Action of Debt upon an Obligation, or other Specialty ; *Non est factum*, or *Solvit ad Diem*.

To the like Action upon a Contract, or upon a Statute ; *Nil debet per Patriam*.

To an Action of the Case upon an Assumpsit ; *Non Assumpsit*.

To a Contract without Deed ; *Solvit*, or an Obligation given for the same Debt.

To a Trespass, Assault, Battery, or Slander ; *Non Culpabilis*.

To a Debt without Writing, it may be *Nil debet per Patriam*, or *Per Legem*, or *Solvit*.

To Debt on an Obligation without Condition, the Plea may be *Solvit*.

But Note ; *Solvit* in that Case without an Acquittance is no Plea ; for an Obligation, or other Matter in Writing, cannot be discharged by any Parol Agreement, but by Matter in Writing.

But to plead Payment at the Day to an Obligation with Condition, though there be no Acquittance by Writing, it is good ; for the Condition is in the Nature of a Defeasance to the Obligation.

If an Action be brought against an Executor or Administrator, the ordinary Plea is, *Pe unque Executor*, or *Pe unque Administrator*, or *Plene Administravit*.

If the Suit be upon the Deed or Contract of an Infant ; That he was *Deins Age* at the Time, &c.

If against a Feme ; That she was Covert, *i. e.* had a Husband at the Time of the Deed or Contract.

If upon an Arbitrament ; That there was *Quod tunc* Arbitrament legally made ; or, That he had performed the Award.

To an Action of Trespass ; Damage-feasant ; That the Beasts came in by Default of Inclosure of the Plaintiff, or that he hath Title of Common there.

To an Action for Rent ; That there is no Rent arrear, &c.

In Detinue ; *Non detinet*, or a Release, or Gift to him by the Plaintiff, or that the Thing was delivered to him as a Pledge, &c.

In Case for Slander ; *Non Culpabilis*, or justify the Words.

In Case upon a Warranty ; *Non Warrantizabit*, or *Non Culpabilis*.

Upon a Demise ; *Non Demisit*.

Upon a Bond or Bill you may plead Conditions performed, or *per Quinias* or *Turels* of Imprisonment.

In Trespass ; *Non Culpabilis*, Justification, a Release, an Arbitrament, or Tender of Amends before the Action brought, &c.

If divers commit a Trespass, and one of them is released, or makes a good Accord, this will be a Bar and Discharge of all the rest.

If the Defendant have Matter of Justification or Excuse to plead, he must be sure to plead it specially ; for if he pleads the General Issue, *viz.* *Non Cul'*, it will be found against him.

But

But where the Defendant is not constrained to plead a Special Plea. he may plead such a General Issue as is proper to the Action, and give the Special Matter in Evidence ; for every Plea must be so framed, as to give a full Answer to the Matters set forth in the Declaration, *i. e.* all such as are materially to be answered unto.

If one be sued upon an Obligation, he cannot be compelled to plead before he have Oyer thereof, and of the Condition.

If an Obligation of 100*l.* be made, with Condition for Payment of 50*l.* at a Day, and at the Day the Obligor tenders the Money, and the Obligee refuses to receive the same ; if in Debt on this Obligation, the Defendant pleads the Tender and Refusal, and that he is yet ready to pay it, and tenders the same in Court, but the Plaintiff will not then receive it but takes Issue upon the Tender ; if such Issue be found against him, he hath lost his Money for ever.

Every Plea must be offered to be proved true, by saying therein, *Et hoc paratus est verificare* ; and this is termed an *Averment*.

If Tender of Issue comes on the Defendant's Part, the usual Form is, *Et de hoc ponit se sup Patriam* : If on the Plaintiff's Part, *Et hoc petit quod Inquiratur per Patriam*.

And Note ; If Freehold be pleaded, this Court in that Case can proceed no farther.

Of Challenges to Jurors, &c.

If an Issue be taken upon any of the foregoing Pleas, and the Jurors being thereupon warned, and appearing to try such Issues, either of the Parties may have their Challenges to such Jurors before they are sworn.

Challenge is said to be where there is evident Favour or Malice towards one of the Parties; as if the Juror be of Kindred or Alliance, or Servant to either of the Parties, or bears Malice, or hath some Action against, or Quarrel or Controversy with the Challenger.

So if the Juror be Gossip or Master of the Plaintiff, or hath been entertained at the Plaintiff's Cost, or taken Money of him, or hath his Charges born by him. So if the Juror was chosen Arbitrator for one Party; but otherwise where chosen indifferent between them.

Also such Jurors may be challenged who have been attaint of a false Oath, or were set on the Pillory for some infamous Crime, or have had Judgment of Life or Member, or who pretend some Right, or make any Claim to the Thing in Demand; so if a Juror be outlawed, if the Record thereof be shewn, or attainted of Conspiracy.

If the Sheriff or Bailiff who made the Panel, is of the Plaintiff's Kindred, the whole Panel may be challenged. And the Sheriff being Plaintiff, it was allowed for a principal Challenge, that the Defendant was indebted

debted to the Juror ; and if any one or more of the Jury be returned at the Nomination of either Party, the whole Array shall be quashed.

If there be a Challenge for Cofinage, he that taketh the Challenge must shew how the Juror is Cofin ; if one within the Age of One and Twenty Years be returned, it is a good Cause of Challenge.

A Jury impanelled may not be challenged after they are sworn ; but if the principal Panel do once appear full, the Challenge must be taken to the Panel before any be sworn, or else it comes too late.

If a full Jury do not appear, as many as make Default may be amerced.

In an Action of Debt the Jury may find Part paid, and for so much against the Plaintiff ; and Part unpaid, and for so much against the Defendant.

If the Court do believe that the Jury have given a Verdict against the Evidence, they may order a new Trial on Payment of Costs.

Also an Attain lies against a Jury that do give their Verdict contrary to the Evidence that has been given to them on the Trial.

Note ; Where the Plaintiff will not try his Cause in due Time, the Defendant may try it by *Proviso*, and be freed from the same, giving the Plaintiff Notice.

Of Witnesses and Evidence.

The Word *Evidence* does sometimes signify authentical Deeds or Writings, whereby are proved Covenants, Conveyances, Contracts, &c. But here it is taken for Proof of a Matter in Question and at Issue, by Testimony of Witnesses before a Jury; and the Jury by their Oaths are to give their Verdict according to Evidence, or in Default thereof a new Trial may be ordered, as aforesaid.

No Copy of a Deed or Will may be produced in Court as Evidence, but only Originals; also no Writing, unless sealed, shall be admitted as Evidence to a Jury; and where a Man pleads any Deed, he must offer it in Court, and the other Party may refuse to plead until he has a Copy of it.

The Husband cannot be a Witness for or against the Wife, nor the Wife for or against the Husband: And it is said, That one Witness is good in all Cases for the Queen, but there must be Two Witnesses for a Subject; and the Oath of the Plaintiff is to be taken before the Oath of the Defendant, if there be only Oath for Oath.

But there may be Cause of Challenge or Exception to Witnesses as well as to Jurors, viz. Such as are infamous, or Persons attainted of Felony or of false Verdict, or of Conspiracy, or of Perjury, or of Forgery, or in a *Præmunire*, and such as have had Judgment to lose their Ears or to stand in the Pillory, or have been stigmatized or branded.

Also

Also Infidels, Men not of sound Memory, or not of Discretion, or such as are interested in the Cause, or a Wife against her Husband; are no competent Witnesses.

But all others, though they be never so near of Kindred, or Tenants, Servants, Masters, Counsellors or Attornies to either of the Parties, are allowed for good Witnesses; and these being required, must come in to give Evidence, or forfeit to the Party damaged by their Default, so much as the Court shall award, and ought to repair him both in Costs and Damages.

Note, That in Actions of Waste, forcible Entries, Rescous, Distress wrongfully taken, wrongful Vexation, Extortion, Sheriff not acquitting the Queen's Debtors, Sheriff's Estreats unsealed, &c. you recover treble Damages.

In Debt, Trespass, Ejectment, Nuisance, Covenant, &c. Costs and Damages; but in Debt for not setting out Tithes on the Stat. — *Ed. 6.* the treble Value only, and no Costs or Damages. In Account, no Damages nor Costs. In Detinue, the Thing detained, or the Value, and Costs, and Damages. In Replevin, Damages and Costs.

Who may bring Actions, and within what Time.

Ideots, Madmen, or such as have *Lucida intervalla*, such as are deaf or dumb, or any other Man, Woman or Child, (except Persons disabled by Law) being wronged, may bring the proper Action appointed for Remedy in that Case; and all or any of these wronging others may be sued.

If an *Ideot* sue, or be sued, he must do it in Person: An *Infant* may sue by *Prochein amy*, or by Guardian; but if he is sued, he must defend by Guardian only, for he can neither sue nor defend by Attorney. A *Feme Covert* cannot sue without her Husband.

An outlawed Person is disabled to sue any Action against any Man in any Court of Law or Equity; yet as Executor he may sue, because it is not in his own Right, but in Trust for another; but any Man may sue a Person outlawed. A Man that is attainted in a *Premunire* may not sue in any Action; and a Man that is a Convict Recusant, is disabled as long as he so continues. But *Note*; All these Disabilities remain but during the Continuance of the same Impediment.

Limita-
tions of
Actions.

And it is to be noted, That by the Statute of Limitations, 21 *Jac.* 1. All Actions of Debt grounded upon any Lending or Contract, as Book-Debts without Specialty, and for Rents in Arrear, all Actions of Trespass, *Quare Clausum fregit*, Trover, Detinue and Replevin, for taking away Goods and Chattels, Actions of Account, other than such as concern

cern Merchandise ; all Actions of the Case (except for Slander) which shall be sued ; must be commenced and brought within Six Years after the Cause of such Action or Suit accrued, if the Plaintiff be then of full Age, *Discovert*, *Compos Mentis*, out of Prison, and in *England*, otherwise within Six Years after he becomes so.

Also all Actions of Trespass, for Assault, Menace, Battery, Wounding, and Imprisonment, within Four Years after the Cause of Action ; and all Actions of the Case for scandalous Words, within Two Years after the Cause of Action.

Provided, That if in any such Action, Judgment be given for the Plaintiff, and the same be reversed by Error, or a Verdict pass for the Plaintiff, and on Motion in Arrest of Judgment, it is given against him ; or if the Defendant be outlawed in the Suit, and after reverse the Outlawry ; in these Cases the Plaintiff may commence a new Action within a Year after such Judgment reversed, or given against the Plaintiff, or Outlawry reversed.

Of Executions.

Execution is a judicial Precept issuing out after Judgment, properly called a *Fieri facias*, or *Levari facias* ; for where a Man hath recovered by Default or Verdict, then he that hath recovered may have such Precept, commanding the Bailiff to levy the Monies so

recovered of the Goods and Chattels of the Defendant, and to bring it into the Court, that the Plaintiff may have it. (See the Forms of a *Fieri facias*, and *Levari facias*, *infra*).

The Bailiff, by Virtue of this Precept or Warrant after Judgment, may distrain the Defendant's Goods, and detain the Distress in his Hands in Safeguard till the Defendant hath satisfied the Plaintiff of the Condemnation. 4 H. 6. 17. F. N. B. 165. 22 Aff. 27.

The Bailiff upon this Precept is to do his Utmost to levy the Money upon the Goods and Chattels of the Defendant, and for that Purpose he is to enquire and search if he can find out any of his Goods and Chattels, whereof Execution may be made; but it will be prudent for the Plaintiff himself to enquire and search to see if any Thing can be found, and if he can discover any, to direct the Bailiff to it, who *ex Officio* is to take it and sell it, and if he cannot sell it, he is to return it so; and thereupon a *Venditioni Exponas* shall be sent to the Bailiff to force him to sell it, and to pay the Plaintiff, and the Goods so taken must be appraised, by 27 Aff. 72.

And the Goods of a Man may be taken in any Place within the Manor, though in another Man's House or Ground; but the Bailiff must take Care not to take or attach the Goods of another Person; for if he takes the Horse of the Master, where the Plaint is against the Servant, Trespass lies for the Master against the Bailiff. 13 H. 4. 2. Dr. and Stud. 139. 35 H. 6. 25.

No

No Goods shall be taken but the proper Goods of the Party, and not Pledges or Pawns, nor borrowed Goods. 35 H. 6. 25. and see 24 H. 8. Pledge 28. and 4 H. 6. Distress 75. Goods pawned shall not be taken in Execution for the Debt of him who pawned them, during the Time they are so pawned.

And if a Man letteth to Farm by the Year, Oxen or other Cattle, and after the Lessor is condemned in any Action of Debt, &c. the Oxen or Cattle so demised, cannot be taken in Execution for such Debt, &c. during the Term they are so demised. 22 E. 4. fo. 10.

But if after Judgment a Man doth sell his Goods to defraud me of my Execution, and nevertheless takes the Use or the Profits of them: If it be so found, I may have Execution of the Goods so sold by Fraud. 43 E. 3. fo. 2. 22 Aff. 72. 50. E. 3. 8.

If the Bailiff hath a *Fieri facias* against a Man, who before Execution executed pays the Money; in this Case the Bailiff cannot do Execution after, and if he do, an Action of Trespass lies against him. Pasf. 12 Car. 2. B. R.

If a Man hath a Judgment in this Court against the Plaintiff or Defendant, and the Execution is delayed or Deferred in Favour of him, the Party grieved may have a Writ *De executione judicii*, from above, to hasten it. F. N. B. 120.

After Distress or Attachment made, if the Bailiff doth not return his Precept the next Court, an Action of Trespass lies against him for,

for the Defendant, and an Action of the Case for not returning the Precept for the Plaintiff 10 E. 4. 18. 13 H. 7. 3.

But if the Sheriff levy Money upon an Execution, and giveth it to the Plaintiff, tho' he never make any Return to the Court, it is good enough. Co. 5. 90. 20 H. 6. 24. Co. 4. 67.

By a *Fieri facias* (or *Levari facias*) the Bailiff cannot break open the Door or Chest to take Goods in Execution; and if he do, Trespass lies against him for the Breaking only, and not for Taking the Goods in Execution. 18 E. 4. 4. 13 E. 4. 9. But 8 E. 2. *Br. Executors* 152. seems to the Contrary.

A Bailiff cannot pull the Latch to open the Door, if it be shut, to make a Distress, &c. Co. 5. 91, 93. *Dyer* 97. 244. And see *Fitzb. Tit. Distress* 21. A Bailiff came to a House to distrain, and the Doors being fast shut and barred, he with his Hand thro' a Crevice or Hole did shove back the Bar and opened the Door, and did take out Two Cows in Name of a Distress; and because taken in this Manner, the Distress was adjudg'd to be wrongful.

If the Sheriff open or break any House to do Execution at the Suit of a common Person, the Execution is good; but the Party whose House is broken, may have an Action of Trespass against him for the Breaking of the House. Co. 5. 93. But if the outer Door of the House be open, the Sheriff may go into the House and take any Thing there liable to Execution; and being come in at the open Door, it seems he may break open any of the inner Doors. Co. 5. 90. Co. 4. 74.

Where

Where only an erroneous Judgment is given, the Officer that does Execution thereupon is excused. 22 *Aff.* 64. But *contra*, where Judgment is of a Thing where they have no Jurisdiction; for in that Case, Trespass lies against the Officer for executing such Judgment: Whereas if the Judgment be only erroneous, and so void, false Judgment only lies, but no Trespass against the Officers. *Plowd.* 394.

If one distrain my Cattle or Goods without Distress any Cause or Colour, or that is not good and just, or having distrained 'em, will not tell me, requiring it and offering Satisfaction, for what Cause he distrain'd 'em; or if having Cause to distrain, he distrains Beasts or Things not distrainable; or having distrain'd Beasts distrainable, he afterwards abuses 'em: As if being an Horse or Ox, he rides or works it; or being unruly, he fetters it or beats it; or if he puts them in an unknown Place, so that I cannot tell how to come to feed them; or if he distrains them in a Place not distrainable; or after they are distrain'd, takes them out of the County: In all these Cases I may have an Action of Trespass against him. *Co.* 8. 147. *F. N. B.* 45. *Dr. and Stud.* 112.

See more of Distresses *antea*.

Forms of Precepts and Processess in this Court.

*To G. P. one of the Attornies of the Court-Baron,
held within the Manor of D. in the County of
S. or to any other Attorney of the same Court.*

Warrant of
Attorney to
Appear.

I T. G. do hereby desire, impower, and authorize, you to appear for me in your said Court, on *Thursday, &c.* in an Action of Debt for, &c. (or Trespass, &c.) at the Suit of H. J. and for your so doing, this shall be your sufficient Warrant. In Witness, &c.

Condition
for Appearance.

The Condition, &c. That if the above-bounden T. G. do appear at the next Court to be holden at C. &c. to answer to H. J. in an Action of Debt, &c. and do also stand to such Order as the Court in that Behalf shall set down and adjudge according to Law, that then this present Obligation to be void, &c.

A Sum-
mons to ap-
pear.

W. B. Seneschallus Ballivo Manerii
p̄dīc' salutem. Mando qđ summoneas
T. G. ita quod sit ad p̄or' Cur' tenend'
apud C. p̄dīc' die Jovis scilicet 20 die
Maii ad respondend' i. J. de p̄lito debiti
(vel de p̄lito Trāsg' super Casum) Et
hoc

hoc, &c. Dat' sub sigillo Officii mei i die
Maii Anno Rñi Dñe nre Anne Regine,
&c. undecimo.

W. B. Seneschal Ballivo, &c. Salu- ^{Attach-}
tem. Quia H. J. queritur vers' T. B. ^{ment.}
in plito debiti triginta solidorū (vel in
plito Transgressionis, &c.) & invenit Pleg
de p̄sequendo, &c. Ideo tibi p̄cipio
quod attachias p̄dict' T. B. per omnia
bona & catalla sua ad respondendū p̄fato
H. J. in plito p̄dicto ad p̄or' Cur' ibid
tenendam, Et habeas ibi hoc p̄ceptū
& qualiter executionem inde fecisti. Dat',
&c.

Or thus, W. B. &c. Mando quod atta- ^{Aliter.}
chias (seu Distringas) T. B. per bona
& catalla sua. Ita quod sit ad p̄or'
Cur' ibi tenendū die, &c. ad respondendū
H. J. de plito Debito de, &c. Et hoc,
&c.

W. B. Seneschal, &c. Mando quod <sup>Second or
third At-
tachment
or Distringas.</sup>
duces ad p̄or' Cur' ibid tenendū die, &c.
p̄or' futur' omnia bona & catalla T. B.
que cum nuper alius P̄cept' tibi in ea
pte p̄ius direct' distrinxisti ad secū
H. J. in plito Debiti & qđ ulterius
distringas (seu attach) p̄dict' T. B. per
alia bona & catalla sua ita quod sit ad
p̄or' Cur' tenendū apud C. &c. p̄dictum
Die Lune, &c. ad respondendū p̄fato H. J.
in p̄dicto plito Debiti, Et habeas ibi hoc
P̄ceptū. Dat', &c.

*Venditioni
Exponas.*

See a Venditioni Exponas hereupon
ante.

*A Superfede-
as to a Di-
stringas or
Attach-
ment on
Appear-
ance.*

W. B. &c. Salutem. Cum nuper tibi
mandavi quod attachias T. G. p bona
& catalla sua ita qd sit ad hanc Cur' te-
nend' Die, &c. ad respondend' H. J. de
plito Debiti, &c. quia tamen idem T. G.
comperuit p G. P. attornatu suu ad
respondend' prefato H. J. in plito suo
p'dia', Ideo tibi precipio quod de execu-
tione precepti predicti omnino Superse-
deas, Et si aliqua bona seu catalla dicti
T. G. virtute precepti ill' cepisti seu dis-
stringisti tunc ea sine dilatione eidem T. G.
redeliberari facias. Dat, &c.

*Venire Fa-
cias.*

See a Venire Facias for summoning a
Jury, ante.

*A Subpoena
ad Testifi-
cand'.*

W. B. Seneschall, &c. R. M. T. B.
J. P. &c. Salutem. Vobis & cuilibet
vestro Mando quod oibus aliis ptermis-
sis & quacunque excusatione cessand' sitis
in propriis p'lonis vestris ad prox' Cur'
ibid' tenend' Die, &c. ad testificand' &
veritatem dicend' in quadam Materia
controverſie in eadem Cur' penden' inter
H. J. Querentem & T. G. Defensem in
plito Transgressionis super casum & hoc
nullatenus omittatis sub periculo in-
cumbend'. Dat, &c.

*A Levare
facias.*

W. B. &c. Salutem. Quia H. J. re-
cuperabit versus T. G. 30 s. in plito De-
biti (vel &c.) & un' solus pro missis &
Custogiis unde p'dictus T. condactus est
per

per Judicium Curie, Ideo Lebari factas scdm Consuetud p̄dicta' 30 s. in dicta Cur adjudicat & dicta' un solid p̄o mis, Et denarios illos habeas ad p̄or' Cur ad reddend p̄fato T. B. p̄o dampnis p̄dicta', Et habeas ibi hoc p̄ceptu & qualiter, &c. Dat, &c.

III. B. &c. Saluē. Mando quod de bonis & catallis T. B. Fieri facias ^{A Fieri facias in Debt} tam quoddam Debitum triginta solidorū quod H. J. in Curia ista recuperabit vers' eum quam 13 s. & 10 d. qui p̄fato H. J. in eadē Curia adjudicat fuer' p̄o miss & Custagiis suis circa sectam suam in ea parte expendi & habeas denarios illos ad p̄ximā Curia ibid tenend Die, &c. ad reddend p̄fato H. J. de Debito & Damnis p̄dicta' unde condict' est, Et hoc, &c. Dat, &c.

Fieri facias 32 s. & 2 d. qui T. B. in Curia adjudicat fuerunt p̄o dampnis suis scdm formā Statuti que ^{A Fieri facias on a Verdict for the Defendant} continuat occasione quod idem H. J. quando Querelam in p̄lito Trāsgre super casu vers' p̄fat' T. in iuste p̄secut' fuit prout per quandam Jur' patrie nuper comperit existit & denar' illos habeas ad p̄or' Cur ibid tenend Die, &c. ad reddend p̄fato T. de Dampnis p̄dicta' unde Condict' est, Et hoc, &c.

Fieri fac' 14 s. & 4 d. qui T. B. in Curia p̄dicta' corā Sextatorib' ejusdm Curie juxta formā Statuti inde edit ^{A Fieri fac' for Costs upon a Nonliit.}

& probis adjudicat' fuerint pro Mis & Custag' suis pro eo quod predict' H. non prosecut' fuit querelam suam per eundem H. in p'tito Trāsg' & Insult' vers' p'fat' C. in p'dict' Curia nuper impetrat', Et denarios ill' habeas ad p'or' Cur' corā S'catorib' Curie predict' tenendū Die, &c. ad satisfaciendū p'fato C. de Mis & Custag' p'dict' unde, &c.

A *Fieri fac'*
in Trespas,
&c.

Fieri fac', &c. qui H. J. in Curia p'dict' coram S'catoribus ejusdem Curie adjudicat' fuerunt pro dampnis suis que h'uit occasione cujusdā Trāsgressio- nis eidem H. per p'fat' C. apud, &c. p'dict' illac', Et penar' ill', &c. ad satis- faciendū p'fato H. de Dampnis p'dict' unde, &c.

And the like in Trespas on the Case, only adding Super Casum after Trāsgres- sionis.

On a Pro-
mise.

And if it be in Assumpsit or Promise, say, Occasione quarundam p'missionū & assumptionū eidem H. per p'fat' C. apud, &c.

A Sale to
the Plain-
tiff of
Goods levi-
ed on a *Fi-
eri facias*.

“ Know all Men by these Presents, That
“ I T. B. of &c. Bailiff of the Liberty of,
“ &c. in the County of, &c. by Virtue of
“ a Precept of *Fieri facias* from the Steward
“ of the Court within the said Liberty,
“ to me directed, have levied of the Goods
“ and Chattels of T. G. the Sum of, &c.
“ being

“ Being a Debt due to H. J. and levied by
 “ Virtue of the said Precept to his Use: In
 “ full Satisfaction of which said Sum of—
 “ I do, by Virtue of the Precept or War-
 “ rant to me directed as aforesaid, assign, sell,
 “ and set over, to the said H. J. all the
 “ Goods and Chattels in the Appraisement
 “ hereto annexed, valued and nominated
 “ at the Rate of—— To have and to
 “ hold the said Goods and Chattels to
 “ him, his Heirs, Executors, and Admini-
 “ strators, as his and their own proper
 “ Goods, as fully and absolutely as I the
 “ said T. B. might, could, or ought to do
 “ by Virtue of the said Precept and Ap-
 “ praisement, or otherwise howsoever. In
 “ Witness, &c.

*Note ; This Sale is founded on the Venditi-
 tioni Exponag. Vide ante.*

H. J. Queritur de E. F. Defend' de pl'ito
 Debiti ad Damn' 20s.

Virtute istius Precepti mihi direct' re- Retorn'
 cordari & capi causabimus Placit' depend' placitorum.
 eorū nobis in Cur' nra inter partes infra
 nominat' & in eodem Statu & Conditione
 sicut nunc pendet, & partibus p'd p'art-
 inus & dedimus noticiam qd' sunt apud
 Cur' Comitatus Die & Loco inframenconat'
 placitum p'dia' p'osequi sicut Justitie &
 quitatis pertinebit prout istud p'cep-
 tum exigit & requirit. In cujus rei
 S Testis

Testimonium suimus Manus & Sigilla nra
Dat', &c.

W. B. Seneschal.
T. B. Ballibus.

Ad Curiam Baronum, &c. Tent', &c.

H. J. Queritur vers' E. F. de pl'ito Trans-
gression' super Casum ad Damn' 30s. .

Retorn'
Loquela.

Virtute hujus Precepti mihi direct' ad
Cur' predicta' tent' Die & Anno predicta' in
plena Cur' ibidem Recordari feci loquelam
unde interius sit mentio que loquetur patet
suprascripte' & illud Record retornavi &
gillat' sigillo meo, & sigillis predicta' qua-
tuor legalium hominum qui eadem Cur'
Recordo illa interfuer', Et partibus in-
frascript' Diem prefiri in Breve specifi-
cat' quod tunc sint parat' prout Justum
fuerit processur' in Loquela predicta' sicut
interius mihi precipitur.

W. B. Seneschal.
C. D.
E. F. }
G. H. } Suitors.
J. K. }

Declarations in this Court.

In Debt
for Money
lent.

A. B. queritur vers' C. D. in pl'ito
Debiti triginta solidorum pro eo videt',
&c. & unde idem A. B. per E. F. Mi-
torum suum dicit qd cum predicta' C. D.
Die

Die & Anno, &c. apud S. infra Iurisdictionem huius Curie mutuatus fuisset de p̄dia' A. B. p̄dia' 30 s. solvend' eidem A. B. cum inde requisit' fuisset p̄redia' tamen C. D. licet sepius requisit' nondum reddidit sed ille ei hucusq; reddere contradixit & adhuc contradicit unde dicit qd' deteriorat' est & dampnū habet ad valent' 30 s. & inde producit sextam, &c.

A. B. per C. D. Attorū suum queritur qd' C. D. de p̄lito qd' reddat ei 25 s. quas ei debet & injuste detinet, &c. pro eo viz. Quod cum (Die & Anno) apud S. infra, &c. insimul computassent de & pro divers' denar' summis tunc & ante temp' ille debuit & insoluit per eundem C. F. eidem A. & adtunc & ibi cognovit se in Arrearas esse indebitat' eidem A. summa 25 s. solvend' p̄fatis A. cum idem C. F. inde requisit' esset p̄dictus tamen, &c.

Debt upon Accounting together.

A. B. &c. pro eo viz. qd' cum p̄dicta' C. D. (Die & Anno) apud S. infra, &c. retinisset eundem A. ad imponend' super Pedes Equorū p̄dia' C. D. quadraginta novas soleas ferreas (Anglice Horse-shoes) & ad removend' 40 soleas ferreas, Anglice, &c. Et ad faciend' unū focariam (Anglice a Fire-shovel) ac ad recipiend' de p̄dicto C. D. pro Impositione quadraginti novar' solear' ferrear' p̄dictar' & quadraginti remotionibus 20 s. Et sit pro alter' Parcelle solvend' eidem A. B. cum in.

Debt for Retainer, &c.

Of Courts-Leet,

Testimonium suimus Manus & Sigilla nra
Dat', &c.

W. B. Seneschal.
T. B. Ballivus.

Ad Curiam Baronum, &c. Cent', &c.

H. J. Queritur vers' E. F. de pl'ito Trans-
gression' super Casum ad Damn' 30s. .

Retorn'.
Loquela.

Virtute hujus Precepti mihi direct' ad
Cur' predicta' tent' Die & Anno predicta' in
plena Cur' ibidem Recordari feci loquelam
unde interius sit mentio que loquet' patet
supra scripte' & illud Record' retornandi si-
gillat' sigillo meo, & sigillis predicta' qua-
tuor legalium hominum qui eadem Cur'
Recordo illo interfuer', Et partibus in-
frascripte' Diem prefiri in Breve Specifica-
cat' quod tunc sint parat' prout Justum
fuerit processur' in Loquela predicta' sicut
interius mihi precipitur.

W. B. Seneschal.
C. D.
E. F. }
G. H. } Sutors.
J. K. }

Declarations in this Court.

In Debt
for Money
lent.

A. B. queritur vers' C. D. in pl'ito
Debitti triginta solidorum pro eo videt',
&c. & unde idem A. B. per E. F. Mi-
torum suum dicit qd cum predicta' C. D.
Die

Die & Anno, &c. apud S. infra Iurisdictionem huius Curie mutuatius fuisset de pdia' A. B. pdia' 30 s. solvend' eidem A. B. cum inde requisit' fuisset predia' tamen C. D. licet sepius requisit' nondum reddidit sed ille ei hucusq; reddere contradixit & adhuc contradicit unde dicit qd' deteriorat' est & dampnū habet ad valent' 30 s. & inde producit sextam, &c.

A. B. per C. D. Attornū suum queritur qd' C. D. de p'ito qd' reddat ei 25 s. quas ei debet & iniuste detinet, &c. pro eo viz. Quod cum (Die & Anno) apud S. infra, &c. insimul computassent de & pro divers' denar' summis tunc & ante temp' ille debit' & insoluit' per eundem C. F. eidem A. & adtunc & ibi cognovit se in Arrearas' esse indebitat' eidem A. summa 25 s. solvend' p'efat' A. cum idem C. F. inde requisit' esset pdia' tamen, &c.

Debt upon Accounting together.

A. B. &c. pro eo viz. qd' cum pdia' C. D. (Die & Anno) apud S. infra, &c. retinisset eundem A. ad imponend' super Pedes Equorū pdia' C. D. quadraginta novas soleas ferreas (Anglice Horse-shoes) & ad removend' 40 soleas ferreas, Anglice, &c. Et ad faciendū unū focariam (Anglice a Fire-shovel) ac ad recipiend' de pdia' C. D. pro Impositione quadraginti novar' solear' ferrear' p'edictar' & quadraginti remotionibus 20 s. Et sit pro alit' Parcelle solvend' eidem A. B. cum in.

Debt for Retainer, &c.

de requisit' fuisse, Virtute cuius retentio-
tionis prefat' R. B. predicas quadra-
ginti' novas soleas ferreas & quadraginti'
remotiones sup pedes equorum ipsius C. B.
imposuit, &c. per quod agio accrebit, &c.

Debt for
Goods sold.

G. B. per, &c. queritur versus R. C.
in placito debet' 30 s. pro eo videlicet quod
cum pdia' R. C. (tali Die & Anno) apud,
&c. infra, &c. emisset de rod G. B. — s.
unam Parcelle de, &c. pro 16 s. & unam
&c. pro 14 s. solvend' eid' G. B. cum inde
requisit' fuisse que quid sum in toto se
attingunt ad pd 30 s. pd tamen R. C.
licet sepius requisit' pdia' 30 s. eid' G. B.
nondum reddidit, Sed ill, &c. ut ante.

Bar ad-
inde.

Wager of
Law.

Et predia' R. C. per J. A. Attor'd
suum veni & defendi vim & injur' quando,
&c. & dic' quod ipse non debet prefat' G.
B. pdia' 30 s. nec aliquem denat' inde in
forma qua idem G. B. superius versus
eum querit', Ideo concess' est quod pred'
R. C. vadeat ei inde legem suam de duo-
decim manupleg' de J. M. & R. J. & veni
eum lege hic ad proximam Cur' in pro-
pria persona sua, & dia' est prefat' Attor'd
predia' R. C. quod tunc habeat hic cum
dem R. C. magistrum suum in propria
Persona sua ad perficiend' legem suam p-
dia', &c.

Debt for
Rent in
Arrear.

R. M. per, &c. queritur versus P. D.
de placito quod reddat ei 30 s. quos ei de-
bet & injuste detinet, &c. pro eo qd idem
R. M. Dic, &c. apud, &c. demisit concess'
&c.

ut, & ad firmam tradidit eidem H. D. unam
 Cottag & quatuor acra terrae arabile cum
 pertinentiis jacentibus & existentibus apud, &c. predicta
 ac infra Jurisdictionem predictam habendum & tenendum dicta
 Cottag & terrae arabile cum pertinentiis eidem
 H. D. & assignatis suis ab Annuntiatione beate
 Marie Virginis vulgariter vocatae Lady-day,
 tunc vel preteritis pro & duram terminum
 trium Annorum extunc proximam sequentem
 plenarie complendum finiendum & terminandum
 reddendum inde Annuali redditus pro predictis
 premis eidem R. M. pro Anno primo
 trium Annorum predictorum redditus trium librarum
 in denariis munitis in manibus solvendum
 eidem R. M. & iiii. x. s. &c. Annuatim
 solvendum eidem R. M. pro ac duobus annis
 redditus dicti termini ad Festum Sancti Michaelis
 Archangeli & Annuntiatione beate Marie Vir-
 ginis per equales portiones Virtute cuius
 dimissionis idem H. D. in dicta Cottag
 & cetera Premissa intravit, & fuit &
 adhuc existit inde possessor. Et quia
 xxxv. s. pro dimidio anno finit ad Festum
 Sancti Michaelis Archangeli Annus, &c. sunt in
 Arrearis & insolventes prefate R. M. Ideo
 ratio accrebit eidem R. M. ad exigendum
 & habendum de predictis H. D. dictos xxxv. s.
 predicta tamen H. D. licet sepius requisitus
 predicta xxxv. s. eidem R. M. hucusque red-
 dere & solvere contradixit, & adhuc red-
 dere & solvere contradicit ad dampnum
 ipsius R. M. xxxviii. s. Et inde producit
 sextam, &c.

aurei, cum quodam Lapide, vocat' a Dia-
 mond. in eodem Annulo impresso, quem
 de predicto T. B. in vita sua recepit De
 consecrationis ejusdem Ville cognovisset &
 concessisset ad & cum predicto T. B. in vita
 sua quod ipse idem J. H. Exec' vel As-
 sign' sui solverent vel solvi causarent
 p'fat' T. B. vel Assign' suis pro eodem
 Annulo tali die & tempore qual' ipse
 idem J. H. uxorem duceret vel nuptus
 foret, vel ad aliquod aliud temp' post de
 sponsalia sua quancumq; requisit' fuisset
 per predicta T. B. Exec' vel Assign' suos obe-
 per ipsum qui Villam predicta' afferet die-
 tam sum, &c. ad ejus vel eor' usus predicta'
 tempore solvend'. Et predicta' T. R. & C.
 in facto die quod predicta' J. H. post con-
 secrationem Ville illius scilicet (tali Die
 Anno & Loco) infra Eccles' Parochial' de
 &c. in Com' predicta' & jure predicta' uxo-
 rem duxit quandam J. D. per q'd ante
 accrebit eidem T. B. in vita sua ac eidem
 C. post mortem ipsius T. B. dum sola
 fuit, & predicta' T. R. & C. post desponsalia
 inter eos celebrat' ad erigend' & habend' de
 predicta' J. B. eadem, &c. predicta' tamen J. H.
 licet sepius requisit' predicta'. &c. eidem
 T. B. in Vita sua vel p'fat' C. dum sola
 fuit cui administrat' omnium Bonorum
 & Catallorum que fuer' predicta' T. B. tem-
 pore mortis sue (tali Die, Anno, & Loco)
 per talem Episc' commiss' fuit nec predicta'
 T. R. & C. post desponsal' inter eos ce-
 lebrat' non reddidit, sed illas eidem
 reddere contradixit, & illas p'fat' T. R. &
 C. reddere adhuc contradixit & injuste
 detinet

detinet unde dic' quod deteriorat' sunt & ad damu' habent ad valent' &c. Et inde produciunt Sextam, &c. Et proferunt hic in Cur' Literas Administrato' p'dictas, &c.

Et p'dict' J. F. per R. B. Alto'nd ^{Bar infra etatem.} causam ve'd' & defendi' injur' quando, &c. Et dic' quod p'dicti C. P. & C. actionem suam p'dicta' versus eum habere non debent quia dic' quod ipse tempore consecrationis Wille p'dicta' fuit infra etatem viginti & unius Annorum, & hoc parat' est verificare: Unde pet' Judic' n' p'fat' C. P. & C. actionem suam p'dicta' versus eum habere debent, &c. Et p'dicti C. P. & C. dicunt quod ipsi pro aliqua p'p' allegat' ab actione sua p'dicta' habent p'cludi not' debent, quia dicunt q'd p'dictus J. H. tempore consecrationis Wille p'dicta' fuit plene etatis viginti & unius Annorum, ac non infra etatem, prout p'dictus J. H. superius allegabit: Et hoc pet' q'd inquiretur p' Patriam & p'dicta' J. H. similiter: Ideo p'cept' est, &c.

M. S. virtute h'rebis, &c. querit' ver- ^{Declarati-}
tus C. P. de placito quare p'dictus M. ^{on in A&L}
die, &c. apud, &c. mutuo accepit de p'dicta' ^{on upon}
C. P. xii l. &c. & adtunc & ibidem pigno- ^{the Case,}
ravit & in nomine pignoris dedit & de- ^{for not de-}
liverabit p'fat' C. P. diversa Fona & ^{livering of}
Catalla p'dicta' A. S. ad valent' xxiv l. lega- ^{a Pawn up-}
tis, &c. pro securitate Solutionis eidem ^{on Tender}
C. P. p'cedat' xii l. una cum interesse p' ^{of the Mo-}
referend' & dando diem Solutionis dicit' ^{ney bor-}
xii l. ^{rowed.}

For Ser-
vanis
Wagge.

N. W. per, **Ec.** queritur verius **J. S.** de placito quod reddat ei **xx s.** **Ec.** quos ei debet & injuste detinet pro eo quod cum predicta **P. S.** Die, Anno, **Ec.** apud, **Ec.** retinisset eundem **N. W.** ad deservientia **J. S.** in loco servientis abinde usque ad Festum Sancti, **Ec.** tunc proximo sequentem ad agendum & exequendum legales Occasiones & mandata prefat **J. S.** per tempus predictum solvendū inde eidem **N. W.** **xii d.** **Ec.** quod predictus **J. S.** adtunc & ibidem solvit prefat **N. W.** ac etiam **xx s.** ultra, **Ec.** pro salar' suo durant termino predicta ad dictum Festum, **Ec.** Anno, **Ec.** predicto, Et predictus **N. W.** in facto dicto quod ipse juxta retentionem pred' deserviebat dicto **J. S.** in loco servientis, & fecit & peregit legalia mandata & Occasiones prefat **J. S.** per tempus predictum apud, **Ec.** Et quod **xx s.** pro salar' suo pro servit' suo per tempus predictum debet ad Festum, **Ec.** Anno, **Ec.** superius mentionat' adhuc est in Arrearag & insol per predictum **J. S.** eidem **N. W.** per quod actio accrebit **J. S.** dict. **xx s.** predicta tamen **J. S.** licet sepius requirit **Ec.**

For Attor-
nics Fees.

R. A. Gen^d, **Ec.** per **E. S.** Attor^m suum queritur de **N. P.** de placito qd reddat ei **xxvii s.** quos ei debet & injuste detinet pro eo quod cum predictus **N. P.** Die & Anno, **Ec.** apud, **Ec.** retinisset eundem **R. A.** essend' Attor^m ipsius **N. P.** in Curia, **Ec.** tent', **Ec.** coram, **Ec.** ad prosequend

quendi tanquam Attorn̄ ipsius W. P. pro
eod̄ W. P. in quadam actione in nomine
ipsius W. P. versus quendam C. C. de
placito debit' a dictis Die & Anno, &c.
tamdiu ambabus partibus placeret ca-
piend̄ inde pro Feod̄ & Labore suo in
ea parte sistent' qualibet Cur' que idem
R. M. Attornatus p̄fat' W. P. in secta
illa sic existit iis. legalis, &c. Ac ultra
feod̄ & rationabil' misas & expens' per
eundem R. M. in & circa prosecutionem
actionis p̄dictae solv' & deponend̄ Virtute
cujus retentionis idem R. M. Attorn̄ ip-
sus W. P. p̄dicta' fuit pro oco Cur'is
Com̄ tunc p̄or' sequend̄ & quod deposu-
isset Clerico & al' Minister ejusdem Cur'
in & circa Prosecutionem ejusd̄ secte xx s. ii d.
&c. qui quidem xx s. ii d. unacum xvi s.
pro feod̄ suis pro p̄dicta' oco Cur'is in
toto attingunt ad xxxvii s. ii d. &c. ra-
tione cujus actio accrebit eidem R. M.
ad exigend̄ & habend̄ de p̄fat' W. P.
p̄dicta' xxxvii s. ii d. p̄dicta' tamen W. P.
licet sepius requisit' p̄dicta', &c. ut ante.

C. P. & C. uxor̄ ejus Administrat' Upon a Bill
to be paid
at the Day
of Marri-
age, and
Issue upon
it.
Bonoꝝ & Catalloꝝ que fuer' C. P. de-
funct' queruntur per S. D. Attorn̄ suoz
versus J. P. alias dicta' J. P. de, &c.
in dicto Com̄ Gen̄ de placito quod red-
dat eis, &c. quas eis injuste detinet, &c.
qđ cum p̄dicta' J. P. (tali Die Anno &
Loco) per quandam Willam suam obli-
gatoꝝ Sigillo suo signat' & hic in Cur' pro-
lat' cujus dat' est eidem Die & Anno
pro & in Consideratione unius Annuli
S 4 aurei,

aurei, cum quodam Lapide, vocat' a Diamond, in eodem Annulo impresso, quem de predicto T. B. in vita sua recepit. Dicitur confectionis ejusdem Ville cognovisset & concessisset ad E. cum predicto T. B. in vita sua quod ipse idem J. H. Exec' vel Assign' sui solverent vel solvi causarent. p'fat' T. B. vel Assign' suis pro eodem Annulo tali die & tempore qual' ipse idem J. H. uxorem duceret vel nuptus foret, vel ad aliquod aliud temp' post desponsalia sua quandocumq' requisit' fuisset per predicta T. B. Exec' vel Assign' suos ubi per ipsum qui Willam predicta' afferet dictam sumam, &c. ad ejus vel eor' usus predicta' tempore solvend'. Et predicta' T. R. & C. in facto die quod predicta' J. H. post confectionem Ville illius scilicet (tali Die Anno & Loco) infra Eccles' Parochial' de, &c. in Com' predicta' & jure predicta' uxorem duxit quandam J. D. per q'd acies accrevit eidem T. B. in vita sua ac eidem E. post mortem ipsius T. B. dum sola fuit, & predicta' T. R. & C. post desponsalia inter eos celebrat' ad exigend' & habend' de predicta' J. B. easdem, &c. predicta' tamen J. H. licet sepius requisit' predicta', &c. eidem T. B. in Vita sua vel p'fat' E. dum sola fuit cui administrat' omnium Bonorum & Catallorum que fuer' predicta' T. B. tempore mortis sue (tali Die, Anno, & Loco) per talem Episc' commiss' fuit nec predicta' T. R. & C. post desponsalia inter eos celebrat' non reddidit, sed illas eidem reddere contradixit, & illas p'fat' T. R. & C. reddere adhuc contradixit & injuste detinet.

detinet unde dic' quod deteriorat' sunt & ad damnd' habent ad valent' &c. Et inde producant Sextam, &c. Et proferunt hic in Cur' Literas Administratoꝝ p'dictas, &c.

Et p'dict' J. F. per R. B. Attorn' suum veni' & defend' injur' quando, &c. Et dic' quod p'dicti C. R. & E. actionem suam p'dict' versus eum habere non debent quia dic' quod ipse tempore consecrationis Ville p'dict' fuit infra etatem viginti' & unius Annorum, & hoc parat' est verificare: Unde pet' Judic' si p'stat' C. R. & E. actionem suam p'dict' versus eum habere debent, &c. Et p'dicti C. R. & E. dicunt quod ipsi pro aliqua p're-allegal' ab actione sua p'dicta habent' precludi not' debent, quia dicunt qd' p'dictus J. H. tempore consecrationis Ville p'dictæ fuit plene etatis viginti' & unius Annorum, ac non infra etatem, prout p'dictus J. H. superius allegabit: Et hoc pet' qd' inquiretur p' Patriam & p'dict' J. H. similiter: Ideo p'cept' est, &c.

M. B. virtute brevis, &c. querit' veritas C. P. de placito quare p'dictus M. de, &c. apud, &c. mutuo accepit de p'dict' C. P. xii l. &c. & adtunc & ibidem pignora-
Declarati-
on in Aſſi-
on upon
the Case,
for not de-
livering of
a Pawn up-
on Tender
of the Mo-
ney bor-
rowed.
rabit & in nomine pignoris dedit & de-
liberabit p'stat' C. P. diversa Vana &
Castalla p'dict' M. B. ad valent' xxiv l. lega-
tis, &c. pro securitate Solutionis eidem
C. P. p'dictar' xii l. una cum interesse p'
ferend' & dando diem Solutionem dicitur
xii l.

xli l. iuxta rat' vii l. per Cent. quousq' p'dia'
 A. S. p'dia' xii l. p'dia' E. P. resolvat.
 Et p'fat' E. P. adtunc & ibidem videlicet
 die, &c. p'dia' apud, &c. in consideratione
 p'missa super se assumpsit, & eidem
 A. S. adtunc & ibidem fidelit' p'romittit
 quod ipse p'fat' E. P. Bona & Catalla
 p'dia' sibi per p'fat' A. S. antequam p'p'
 nozat' & deliberat' eidem E. P. super so-
 lutionem p'dictarum xii l. una cum inter-
 resse pro p'dictis xii l. iuxta rat' p'dia'
 sibi faciend' bene & fidelit' redeliberaret.
 Ac licet p'dictus A. S. postea scilicet Die
 & Anno, &c. & sepius postea apud, &c.
 p'dictas xii l. una cum interesse pro eisdem
 xii l. iuxta rat' vii l. per Cent. per totum
 tempus p'dia' E. P. plenarie ad solvend' &
 satisfaciend' obtulit, p'dictus tamen
 E. P. p'romissionem & Assumptionem
 suas p'dictas minime curans, sed machi-
 nans & fraudulent', intendens eundem
 A. S. in hac parte callide & subdole des-
 cipere & defraudare p'dictas xii l. una cum
 fenore pro eisdem vii l. iuxta rat' p'dictum
 de p'fat' A. S. recipere, & Bona & Ca-
 tallia p'dicta eidem A. S. deliberare omni-
 no recusat' ad grave damnum ipsius A. S.
 &c.

Upon Pro-
 mise to pay
 so much for
 a thing as
 it should
 be reason-
 ably worth.

J. J. ac queritur de R. R. de placito
 transg't sup' Casum, &c. pro eo cum dictis
 R. R. Die, Anno, &c. apud, &c. in con-
 sideratione q'd p'dictus J. J. ad requis-
 itum dict' R. R. bargainzasset & vendi-
 disse eidem R. R. undecim carreatas
 carbonum super se assumpsit & p'fat' J. J.
 ad

aditunc & ibidem fidelit' promissit quod
ipse idem R. R. tantas denariorum sum-
mas quantas predictae undec' carcerate
carbon' rationab' valebant eidem J. J.
cum inde requisit' fuisset bene & fidelit' sol-
vere & contentare vellet. Et p'fat' J. J.
in laao dic' quod p'dictae undecim carcerate
carbonum rationabilit' valebant trigint'
& tres solidi, &c. predictus tamen R. R.
Promissionem & Assumptionem suam pre-
dictas minime curans sed subdole & cal-
lide intendens eundem J. J. in premis
Defraudare & decipere, licet sepius requi-
sit' p'dict' trigint' & tres solidos eidem
J. J. non solvit, sed illi et hucusq' sol-
vere omnino recusavit & adhuc recusat
contra Promissionem & Assumptionem suam
predictas ad grave damnum ipsius J. J.
unde dic' quod deteriorat' est damnum ha-
beret ad valenc' 35 s. Et inde producit sciam,
&c.

J. B. per C. W. Attorn' suum queri-
tur de C. f. de placito Transgressionis
super Casum, &c. pro eo, viz. Quod cum
p'dictus C. f. (Die & Anno) apud, &c.
in Com' p'dict' ac infra Jurisdictionem
hujus Curie in consideratione quod ipse
idem J. B. ad speciales instantiam &
requisitionem p'dicti C. f. assignaret p'fata
C. f. remaneret termini sui duos Annos
qd' habuit in uno Clauso prati cum p'tio
jacent' & existent' in, &c. p'dict' in Com'
p'dict' ac infra Jurisdictionem p'dict' ante
vicesimum quintum diem Martii tunc
instantis super se assumpsit & eidem J. B.
aditunc

Upon Pro-
mise to pay
a Sum of
Money on
a Signing
of a Term.

ad tunc & ibidem fideliter promittit quod ipse idem C. f. triginta solidos legalis, &c. eidem J. B. ad sigillationem ejusdem Assignavit bene & fideliter solvere & contentare vellet. Et eidem J. B. in factis dicit, quod ipse idem J. B. postea & ante predicta vicisim quintum diem Martii scilicet vicisim die Martii Anno Regni Domine Regine nunc decimo supradicta apud, &c. predicta ac infra, &c. per scriptum suum sub Sigillo ipsius J. B. assignavit eidem C. f. remanere termini sui predicta in Claufo predicta ad predicta instantiam & requisitionem dicti C. f. predicta tamen C. f. Promissionem & Assumptionem suas predictas minime curans, &c. predicta triginta solidos non solvit, &c.

For Oxen
fold warranted
draw well,
and it
proving so.

A. B. per J. S. Accusatum suum queritur de C. f. de placito Transgressionis super Calum, &c. pro eo videtur quod cum idem A. B. (Die & Anno) apud, &c. in Com predicta ac infra Jurisdictionem hujus Curie emebat de eod C. f. duos Boves pro quadam Pecunie summa ad tunc & ibidem eidem C. f. per ipsum A. B. agreeat solvendis prefatus C. f. in consideratione inde super se assumpsit & eidem A. B. Warrantizabat quod predicti duo Boves ad hauriendos apti & assueti fuissent & in hauriendis quieti & ordinati forent ubi reuera Boves predicta ad hauriendos minime apti aut assueti fuissent & tunc in hauriendo furiosi inquieti & inordinati fuerunt & adhuc existunt. Et sic predictus C. f. ipsum A. B. in venditione duorum Bovum predicta collide & subdole

subdole adtunc & ibidem decepit & defraudabit p qd diversa ardua nego id ipſus A. in Agricultura p ſpacium quatuor Menſum infecta remanſer ad damu, &c.

R. D. per, &c. queritur de J. B. de placito Transgr ſuper Caſum eo quod cum Die, &c. apud, &c. pdictus J. B. indebitat' fuit eidem R. D. in octoberim ſolidos, &c. pro cibo & potu quibus pſat' R. D. apud, &c. ipſum ſupplevit, & ſic indebitat' exiſtent' in conſideratione quod pdictus R. D. adtunc & ibidem apud, &c. & infra Libertat' & Jurisdictionem hujus Cur ad ſpecial' inſtant' & requiſitionem ejusd' J. B. tempus daret pro ſolutione eorundem 18 s. uſq; ad pr' diem ſequen' ipſe idem J. B. ſup ſe aſſumpſit & eidem R. D. adtunc & ibidem fidelit' promiſit quod, &c. prox' diem bene & fidelit' ſolvere & contentare vellet. Et licet pdict' R. D. uſq; ad prox' diem ſequen' & hucusq; precepit ſolutionem eod' 18 s. pdictus tamen J. B. Promiſſionem & Aſſumptionem ſuas pdictas minime curans, ſed machinans & fraudul' intendens eundem R. D. &c.

For Diet
and Time
given for
Payment
of the
Debt.

M. R. queritur de G. N. &c. quod cum pdictus G. N. Die, Anno, &c. in conſideratione quod pdictus M. R. adtunc & ibidem ad requiſitionem ejusdem G. N. defalcaret quedam jampna vocat' Whins, ejusdem G. N. tunc creſcent' & exiſtent' in quodam Claſſo voc' le G. jacent' infra pſecina' Ville de, &c. & faceret eadem jampna

For a La-
bouser's
Hire.

jampna in fascies jampnos. (Ingilt Whinkins) sive fasciculos sup se assumpt ac eidem M. R. adtunc & ibidem fidelit' promisit quod ipse idem G. R. quant' placeret sive contentaret eidem M. R. pro opere & labore suis in defalcand & faciend dicta jampna in fasciculos in Clauso p'dicto tamdiu p'sat' M. R. adeo operaret & laboraret p p'dicto G. R. cum inde p'stea requisit' fuisset, bene & fidelit' solvere & contentare vellet. Et p'dictus M. R. in facto dicit quod ipse congruenter defalcavit jampna p'dicta & illa fecit in fasciculos pro p'dicta G. R. in Clauso p'dicto per spacium unius diei integri tunc p'rosequend & quod optime meruit 12 d. pro stipendio pro opere & labore suis illius diei & quod 12 d. est rationabilis sum et placere & contentare p dia' opere & labore diei illius in defalcand & faciend jampna p'dicta in fasciculos ut p'sertur unde idem G. R. habuit notitiam p'dictam tamen G. R. Promissionem & Assumptionem suas p'dictas minime curans, sed callide & subdole intendens eundem M. R. in Premissis decipere & defraudare licet &c.

Against an
Executor
for agist'ing
of Beasts.

T. B. queritur de J. B. Executor Te-
stamenti J. P. de Placito Transgr sup
Casum, quod cum Die & Anno, &c. apud
&c. in Consideratione quod p'dictus
T. B. ad specios' Instanc & Requisi-
cion' J. P. in Vita sua depasceret duos
Boves ejusdem J. P. in Terr' dicti T. B.
in, &c. in Com' p'dicta' ac infr' Jur' p'dicta' &
dis;

die, anno, &c. ad Finem unius Mensis
 prior' sequenti ipse idem J. D. in Vita sua
 super se assumpsit & eidem C. B. adtunc
 & ibidem Fidelit' promiss' quod ipse pre-
 fat' J. D. tantum quant' dicta depast' pro
 Aliteris pdict' rationabilit' valeret eidem
 C. B. cum idem J. D. inde requisit' fu-
 isset bene & fidelit' solvere & contentare vel-
 let. Et prefat' C. B. in facto die quod
 ipse a predicto die, &c. ad Finem unius
 Mensis tunc prior' sequent' depabit dictos
 duos Bobes ipsius J. D. in Terr' ejus-
 dem C. B. in, &c. pdict' ac infr' Jur pdict'.
 Et quod eadem depast' rationabilit' vale-
 bat 12 s. &c. pdict' tamen J. D. in Vita
 sua, & pdict' J. S. post Mortem ipsius
 J. D. Promissionem & Assumptionem ejusdem
 J. D. minime curans, sed machinans &
 fraudulent' intendens eund' C. B. in hac
 Parte callide & subdole decipere & defrau-
 dare pdictos 12 s. vel aliquem inde de-
 nar' eidem C. B. nond' solvit, nec p' eis
 aliqualit' contentabit sed ille solvere pdict'
 J. D. in Vita sua licet requisit', recusabit,
 & pfat' J. S. post Mortem ipsius J. D.
 recusabit, & adhuc recusat: Unde idem
 C. B. die quod deterior' est & damnum habet
 ad Valenc' 30 s. Et inde producit Sextam,
 &c.

M. M. p' R. B. Attorn' suum queritur For all these
 sold, and
 warranted
 to be found
 de R. R. de Placito Transgr' super Ca-
 sum eo qd' cum pdictus M. M. Die &
 Anno, &c. apud, &c. emisset de pdicto
 R. R. unum Altrum Spadonem [Anglice
 one Black Gelding] pro, &c. legalis, &c.
 ipse

Trespass for
breaking
the Plain-
riff's Stall
in the Mar-
ket, and
assaulting
him.

A. O. queritur de **W. C.** de placito
transgr' Eo quod p'edia' **M. C.** Die,
Anno, &c. apud, &c. in Com' p'edia' &
infra Jurisdictionem hujus Cur' super ip-
sum **A. O.** insult fec' repositorium (An-
glice a Stall) ibidem in Mercato posite &
erect' fregit & intravit & mercimonia sua
videlicet Glutam (Anglice dress'd Leather)
ad valenc', &c. Super repositoio suo p'ea-
dicto imposu' disposuit prostrernavit & spo-
liabit & al' enormia ei intulit ad grave
damn' ipsius **A. O.** Unde dic' quod de-
teriorat' est & damn' habet ad valenc', &c.
Et inde produc' legam, &c.

For break-
ing the
Plainriff's
Close, &c.

J. A. queritur de **T. S.** de placito
transgr', &c. Eo quod cum p'edia' **T. S.**
Die Anno, &c. quoddam clausum ipsius
J. A. voc', &c. apud, &c. in Com', &c.
fregit & intravit & herbam ipsius **J. A.**
ad tunc & ibidem crescen' valor' 10 s. cum
quibusdam averiis videlicet vaccis bobus
juben' equis porcis & videntibus depas-
suit conculeavit consumpsit & spoliavit
transgressionem p'edictam a p'edicto Die
Anno, &c. p'edia' durant' termin' unius
mensis integr' tunc p'or' sequent' diversis
diebus & vicibus continuand' ac alia enor-
mia ei intulit ad grave damnum ipsius
J. A. Unde dic' quod deteriorat' est & damn'
habet ad valenc' 36 s. Et inde produc'
legam, &c.

J. A.

J. R. queritur versus T. B. viz. in placito quare Vi & Armis claus' ipsius J. R. apud, &c. fregit & herbam suam ad valenc' 20 s. & 6 d. ibidem nuper crescent' pedibus suis ambuland' conculc' & consumpsit & alia enormia ei intulit ad grave dampnum ipsius J. R. & contra pacem Domine Regine nunc, &c. Et unde ibidem J. R. dic' quod cum pdia' T. B. die Anno, &c. Vi & Armis claus' ipsius J. R. apud, &c. fregit & herbam suam ad valenc', &c. ibid' nuper crescent' pedibus suis ambuland' conculcabit & consumpsit & alia enormia, &c. ad grave dampnum, &c. & contra pacem, &c. Unde dicit quod deterioratus est & dampnum habet ad valenc', &c.

For entering the Plaintiff's Close, and treading the Grass.

Et predictus T. in propria Persona sua venit & defend' Vini & Injur' quando, &c. & dic' quod ipse in nulla est inde Culp' de Transgr' predicta' prout predicta' J. superius versus eum querit' Et de hoc ponit se super Patriam Et predicta' querens similiter, &c.

Bar:

H. S. queritur de W. P. de Placito Transgr' eo quod cum predicta' W. P. Die Anno, &c. apud, &c. unam Equam ipsius H. S. p'ec', &c. adtunc & ibidem inveni' verberavit vulneravit & fugavit ac cum quodam Cane momordit ita quod ratione predicta' Verberationis Fugationis Vulnerationis Morsus ejusd' Equae adtunc & ibidem interit predicta'

For a Dog biting a Mare so that she died.

ipse idem A. R. adtunc & ibidem warrantizabit eundem Spadanem esse incolam mem & sanum, ac nullo Morbo vel Infirmitate teneri: Et p̄dictus W. M. in fac' die quod p̄dict' Spado tunc adeo infect' fuit cum quodam Morbo pestifero vocato, &c. & diversis aliis Morbis & Infirmitatibus, quodq; p̄dictus Spado parvum valebat ad dam̄d ipsius W. M. 39 s. Et inde p̄duc Sextam, &c.

For a Horse
lent, pro-
mising to
deliver
him.

J. R. queritur de J. A. de Placito Transgr' super Calum, &c. quare com-
ditus J. A. die & anno, &c. apud, &c. in
Consideratione qđ p̄dictus J. R. adtunc
& ibidem ad Instantiam & Requisitio-
eiusdem J. A. mutuo dedisset & delibera-
rasset eidem J. A. unum Badium Equu-
lum, [Anglice one Bay Nag] P̄ec s. l. re-
deliberand eidem J. R. cum inde postea
requisit' fuisset p̄fat' J. A. super se ac-
sumpsit & eidem J. R. adtunc & ibi-
dem fidelit' promisit quod ipse idem J. A.
eundem Equulum eidem J. R. cum inde
postea requisit' fuisset fidelit' redderet &
deliberaret, ac etiam, 12 d. p̄ quolibet die
quo p̄fat' J. A. laboraret & equitaret
eundem Equulum eidem J. R. cum inde
postea requisit' fuisset bene & fidelit' sol-
vere & contentare vellet. Et p̄fat' J. R.
in facto die quod idem J. A. per triginti
dies eundem Equulum laboravit & equi-
tavit; videlicet apud, &c. p̄dictus tamen
J. A. Promissionem & Assumptionem suam
p̄dictas minime curans. sed callide & sub-
dole intendens eundem J. R. in Pre-
missis

trahabit ita quod de Vita ejus desperabatur & al' Enormia ei intulit ad grave damnum ipsius J. H. &c. unde dic' quod deteriorat est, &c. 30 s. Et inde producat Secutam, &c.

PLEADINGS

Et p'dia' A. B. veni & defendi Injur' Nil debet.
quando, &c. & dic' quod p'dia' J. C.
Actionem suam p'dia' versus eum habere
non debet, quia dicit quod ipse idem A. B.
non debet p'efato J. C. p'dia' 20 s. nec
aliquem denar' inde, prout p'dia' J. C.
superius versus p'dia' A. B. narrabit Et
de hoc pon' se super Patriam, &c.

Et p'dia' R. S. veni & defendi Dim' & Nil detinet.
Injur' quando, &c. & dic' quod ipse Ca-
talla p'dia' p'efat' R. L. non detinet neq'
aliquam Parcel' in modo prout p'dia'
R. L. superius versus eum narrabit Et
de hoc pon' se super Patriam, &c.

Et p'dia' G. W. veni & defendi Injur' Non culp'.
quando, &c. & dic' quod ipse in nullo est
culpabilis de Transgr' p'dia' prout p'dia'
J. C. superius versus eum narrabit Et
de hoc pon' se super Patriam, &c.

Et,

ad conserband & gestitand eadem Bona & Catalla consimilium Personarum sic recept sine eorum Spoliatione, Detentione vel Perditiōe, ita quod pro vel per delect consimilis commun Gestatoris nullum damū ullo modo contingeret talibus Personis per Gestationem inde cumq p̄dict' P. M. p̄dict' (tali die & anno) apud, &c. p̄dictam ac infra Jur' p̄dict' super se suscepisset caruari un Riscum [Anglice a Trunk] firmat' serat' cum diversis Denariis Sum de Bonis & Catallis p̄dict' G. B. ad Valenc, &c. in eodem Risco tunc existent' tuto & sedulo a p̄dict' Will, &c. ad dictam Villam, &c. & p̄cert' & usual Stipendi Salar' & Rat' p̄ Gestatione ejusdem Risci Denar' Bonorum & Catallorum p̄dictorum p̄ p̄dict' G. p̄lat' P. M. postea solvend. Et p̄dict' P. M. postea scilicet tali die & anno p̄dict' apud, &c. p̄dict' de ipso p̄lat' G. B. Risco cum p̄dict' recepit cum denar' Bonis & Catallis p̄dict' in eod' Risco ut p̄dict' & serat' in forma p̄dict' gestitand' p̄dict' P. M. Risco cum p̄dict' cum denar' Bonis & Catallis p̄dictis de p̄lat' G. B. postea scilicet tali die & anno, tam negligent' & improvide conseruabat & carriabit q̄ diversa denar' sum Bona & Catalla ipsius G. B. in eod' Risco ut p̄dictum serat' scilicet 15 s. in denar' numerat' n̄ Par', &c. ad Valenc, &c. per remissionem Custodiam ipsius P. M. ad tunc & ibidem amissa fuer'. Et quod ipse p̄lat' G. B. eodem denar' Bona & Catalla ut mentionat' a Tempore illo usq̄ diem, &c. scilicet

Querens dic quod precludi non debet, ^{Replicatio.}
 Et quia dic predicta Villa Acquietanc
 non est factum suum Et hoc per, Et.

Et predicta J. S. veni et defendi Dim ^{Solvit and Release.}
 Injur quando, Et. Et dic quod predicta
 J. W. Actionem suam predicta versus pre-
 stat J. S. habere non debet quia dic quod
 predicta J. W. post Confectionem ejusdem
 Wille, et Inceptionem hujus Berte, videli-
 cet Die Anno, Et. apud, Et. per quod
 Scriptum suum, Et. cognovit et confessus est
 se fore plenarie satisfacere et contentum de pre-
 dicta summa, Et. in Villa predicta men-
 tionari, et inde acquietabit et relaxabit
 eundem J. S. de et ab omnibus Actio-
 nibus quas predicta J. W. versus eundem
 S. ratione Confectionis Wille predicta ha-
 bere potuit, et hoc parat est verificare,
 unde per Judicem et predicta J. W. Actionem
 suam predicta versus eum habere debet, et.

Et, Et. quando, Et. Et dic quod predicta ^{Solvit to Part and Tender to other Part.}
 J. S. Actionem suam predicta versus eum
 habere seu manutenere non debet, quia
 quoad 20 s. Parcel, Et. idem J. dic quod
 prefat J. W. Die Anno, Et. ante In-
 ceptionem hujus Actionis bene et fideliter sol-
 vit eidem J. S. 20 s. Part supramen-
 tionari debuit in Narratione predicta spe-
 cificat videlicet apud, Et. predicta et in-
 fra Jurisdictionem hujus Curie Et quoad
 quinque Solidi et sex Denarii residui Debiti
 in Narratione predicta specificat idem
 J. W. ulterius dic quod ipse postea scilicet
 Die

Et p̄dict' C. H. ven̄ & defend' Injur' ^{Ne Un-}
quando, &c. & dic' quod p̄dict' C. C. Ac- ^{ques Exe-}
tionem suam p̄dicta' versus eum habere ^{cutor.}
non debet, quia dic' quod ipse nunquam
fuit Executor Testamenti & ultime Vo-
luntat' p̄dicta' R. H. nec aliqua Bona
seu Catalla que fuer' ejusdem R. H. Tem-
pore Mortis sue ut Executor Testamenti
& ultime Voluntat' p̄dicta' R. H. post
Mortem ipsius R. H. unquam admini-
strabit Et hoc p̄fat' C. H. parat' est
verificare, unde pet' Judic' si p̄dicta' C.
C. Actionem suam p̄dicta' versus eum
habere sive manutenere debeat, &c.

Et p̄dict' M. A. ven̄ & defend' Dim ^{Plene Ad-}
& Injur' quando, &c. & dic' quod p̄dicta' ^{ministra-}
M. B. Actionem suam p̄dicta' versus eum ^{vit.}
habere non debet, quia dic' quod ipse
plene administrabit omnia Bona & Catal-
la que fuer' p̄dicta' C. A. Tempore Mortis
sue, & quod ipse nulla habet Bona & Ca-
talla que fuer' p̄dicta' C. A. Tempore
Mortis sue in Manibus suis admini-
strand' nec habuit Tempore Intrationis
hujus Loquet ipsius M. B. nec unquam
postea Et hoc parat' est verificare, unde
pet' Judicium si p̄dicta' M. B. Actionem
suam p̄dicta' versus eum habere debeat,
&c.

Et p̄dicta' M. B. dic' quod ipse per ^{Replicati-}
aliqua preallegat' ab Actione sua p̄dicta' ^{on.}
habend' precludi non debet, quia dic' qd
p̄fat' M. A. Die Intrationis hujus
Loquet scilicet Die Anno, &c. apud, &c.
p̄dicta'

horum suorum forisfactur' inducere Die Anno Noco, &c. in Com' p'dicto ac infr' Jur' hujus Cur' hec falsa malitiosa & scandalosa verba eidem C. R. de eod' C. R. in present' & audit' quamplurimorum fidel' subditoꝝ dic' Dom' Reg' nunc palam & publice, falso & malitiose dixit retulit propalabit & publicabit in his verbis sequent', Thou (p'dict' C. R. innuend') art a Thief, and I (p'dict' C. R. innuend') will prove thee a Thief, and a Horse-stealing Thief from thy Cradle. Quorum quidem falsoꝝum & scandalosoꝝum Anglicanoꝝum verboꝝum dictionis & propalationis pretextu idem C. R. non solum in bonis nomine fama credent' estimatione & reputatione suis p'dictis multipliciter lesus & deteriorat' existit verum etiam in magnam infamiam & publicum opprobrium illapsus est, ita qd' diversis person' honest' & fidel' subdit' dic' Dom' Reg' nunc qui ante illud tempus consortium habere cum eod' C. R. usitat' fuer' & ipsum multopere estimarent seiplos a consortio & societate ejusdem C. R. retrahunt & intromittere & commercium habere cum eod' C. R. penitus recusant ad grave damnum ipsius C. R. 39 s. Et inde produc' Sectam, &c.

Trover and
Conver-
tion.

J. B. virtute brevis, &c. querit' de J. C. de placito transgr' super Calum Co quod cum p'dict' J. B. Die Anno, &c. apud, &c. possess' fuisset de un' cella Equa (Anglice, one Grey Mare) prec', &c. ut de honis & catat' suis propriis, & sic inde possessionat' p'dict' J. B. Die Anno, &c. p'dict'

est verificare Unde pet' Iudicium. a p.
dia' C. G. Actionem suam p'edia' versus
eum habere debeat, &c.

Et p'edia' C. G. dic' quod ipse per
aliqua p'alleget' ab Actione sua p'ess
habendi versus p'efat' M. G. p'cludi
non debet, quia p'otestando qd ipse idem
M. G. non p'formabit sive s'ervabit ali-
qua contentiones concessio' articulo'
clausas sentent' vel agreement' in Arti-
culis p'edia' s'pecificat' ex parte sua p'
formandi & s'ervandi p'out p'edia' M. G.
placitando superius allegabit p'ro placito
p'edia' C. G. dic' qd p'edia' M. G. non,
&c. (recite the Breach) secundu' formam &
effect' eorund' articulo' Et hoc parat'
est verificare Unde pet' Iudicium & de-
bit' suum p'edia' una cum dampnis suis
occasione detentionis debiti illius sibi ad-
judicari, &c.

Replicatio

Et p'edia' M. G. dic' qd ipse (recite
here, That he did perform the Breach which
the Plaintiff assigned) secundu' vim & effect'
tum dictorum Articulo'um Et de hoc
p'ad se super Patriam Et p'edia' C.
G. similiter, &c.

Rejoinder

Et, &c. quando, &c. Et dic' quod p'
dia' G. R. Actionem suam p'edia' versus
eum habere non debet, quia dic' quod
ante dictio' scandalosorum verborum p'es-
tens' in narratione p'edia' mentionat'
(videlicet) Die Anno, &c. apud, &c. p'
dia' G. R. un' Verberem (Anglice a
Whe-

Justificati-
on of Slan-
der.

Trespass for
breaking
the Plain-
riff's Stall
in the Mar-
ket, and
assaulting
him.

A. C. queritur de **M. C.** de placito
transgr' Eo quod predicta **M. C.** Die
Anno, &c. apud, &c. in Com predicta &
infra Jurisdictionem hujus Cur' super ip-
sum **A. C.** insult fec' repositorium (An-
glice a Stall) ibidem in Mercato posuit &
crea' fregit & intravit & mercimonis sua
videlicet Glutam (Anglice dress'd Leather)
ad valenc, &c. Super repositoio suo pre-
dicto imposuit disposuit prostrernavit & spo-
liavit & al' enormia ei intulit ad grave
damnum ipsius **A. C.** Unde dicitur quod de-
teriorat' est & damnum habet ad valenc, &c.
Et inde producat' legam, &c.

For break-
ing the
Plamriff's
Close, &c.

J. A. queritur de **C. S.** de placito
transgr, &c. Eo quod cum predicta **C. S.**
Die Anno, &c. quoddam clausum ipsius
J. A. voc', &c. apud, &c. in Com, &c.
fregit & intravit & herbam ipsius **J. A.**
ad tunc & ibidem crescentem valor' 10 s. cum
quibusdam averiis videlicet vaccis bobus
jumentis equis porcis & videntibus depast'
fuit conculeavit consumpsit & spoliavit
transgressionem predictam a predicta Die
Anno, &c. predicta durante termino unius
mensis integr tunc prox' sequent' diversis
diebus & vicibus continuand' ac alia enor-
mia ei intulit ad grave damnum ipsius
J. A. Unde dicitur quod deteriorat' est & damnum
habet ad valenc 36 s. Et inde producat'
legam, &c.

J. A.

J. R. queritur versus T. B. viz. in placito quare Vi & Armis claus' ipsius J. R. apud, &c. fregit & herbam suam ad valenc' 20 s. & 6 d. ibidem nuper crescent pedibus suis ambuland' conculc' & consumpsit & alia enormia ei intulit ad grave dampnum ipsius J. R. & contra pacem Domine Regine nunc, &c. Et unde idem J. R. dic' quod cum pdia' T. B. die Anno, &c. Vi & Armis claus' ipsius J. R. apud, &c. fregit & herbam suam ad valenc', &c. ibid' nuper crescent pedibus suis ambuland' conculcabit & consumpsit & alia enormia, &c. ad grave dampnum, &c. & contra pacem, &c. Unde dicit quod deterioratus est & dampnum habet ad valenc', &c.

For entering the Plaintiff's Close, and treading the Grass.

Et predictus T. in propria Persona sua venit & defendi Dim & Injur' quando, &c. & dic' quod ipse in nullo est inde Culp' de Transgr' predicta' prout predicta' J. superius versus eum querit' Et de hoc ponit se super Patriam Et predicta' querens similiter, &c.

Bar:

H. S. queritur de W. P. de Placito Transgr' eo quod cum predicta' W. P. Die Anno, &c. apud, &c. unam Equam ipsius H. S. p'ec, &c. adtunc & ibidem invenc' verberabit vulnerabit & fugabit ac cum quodam Cane momordit ita quod ratione predicta' Verberationis Fugationis Vulnerationis Morsus ejusd' Equae adtunc & ibidem interiit predicta'.

For a Dog biting a Mare so that she died.

dia' Equa & al' Enormia ei intulit ad
grave damm, &c.

For pastu-
ring of
Sheep in a
rotten Pa-
sture,
whereof
they died.

N. B. queritur de D. C. de Placito
Transgr', &c. quod, &c. Claus' ipsius
N. B. apud, &c. fregit & vigne Oves ip-
sius N. B. p'ec, &c. ibid' nuper invent'
cepit & effugavit eos in quend' insalubri
Pastur' infra Vill' p'edia & ex Malicia
sua eosd' Oves tamdiu detinuit super
Pastur' p'edia' quod illi Oves Insalu-
bitate illius Pastur' putridi & insalu-
bres existens interierunt & al' Enormia
&c.

For dig-
ging and
ploughing
the Plan-
tiff's
Ground,
and taking
away his
Corn.

T. S. queritur de G. G. de Placito
Transgr', &c. quod p'edia' G. G. Die
Anno, &c. Claus' ipsius T. S. existens
un' Acc' Terr' arabil' jacent in, &c. fre-
git & intravit & solum ejusdem Claus'
Aratro suo effodit & proscidit, & postea
scilicet Die Anno, &c. p'edia' apud, &c. p'
& infra Jurisdictionem p'edia' quod p'ed-
ia' G. G. Clausum p'edia' ipsius T. S.
fregit & intravit & Barbas suas sci-
licet duas Carectatas Abenarum ipsius
T. S. ibidem nuper defalcac' ad Valenc'
25 s. cepit & asportabit & al' Enormia
ei intulit, &c.

Trespas
and Al-
fault.

J. H. queritur de J. S. de Placito
Transgr', &c. insule, &c. eo quod p'edictus
J. S. Die Anno, &c. apud &c. insule
& Affraiam fecit in ipsum eundem J. H.
& ipsum adtrunc & ibid' verberabit & male-
trahabit

Et p̄dia' P. dic' quod ipse superius ^{joinder la} narrand' in Narratione sua p̄dia' alle- ^{Demurret.} gavit materiam in lege sufficiend' Action' suam p̄dia' habend' versus eund' B. manutene- Et hoc parat' est verificare quam materiam p̄dia' B. non dedit, nec ei aliquid respondit sed omnino re- cusat verificationem illam admittere un- de pet' Judicium & debit' suum p̄dia' una cum damnis occasione detentionis debiti illius sibi adjudicari.

Et p̄dia' A. & B. p̄ P. B. Attoz ^{Bar for De-} suu' ven' & defend' Dim' & Injuriam ^{fault of the} quando, &c. Et quoad fractionem Clausi ^{Plaintiff's} p̄dia' & depast' conculationem & consump- ^{Fence.} tionem herb' p̄dia' iidem A. & B. dicunt quoad p̄dia' D. Action' sua p̄dia' vers' eos here non debet quia dicunt qd' iidem A. & B. tempore Transgr' p̄dia' fieri sup- posit' fuer' & adhuc existunt seisis' de quo- dam Clo pastur' p̄xor' jacent' eidem Clo ipsius D. in quo, &c. in, &c. p̄dia' in Dñico suo ut de Feodo inter que quidam Cla quedam est sepes sepan' quemq' ab al' p̄dia' Clausis quam quidam sepem p̄ dia' D. & omnes illi quozm' Statu' ipse idm' tunc huc in Clo p̄dia' a tempore cujus, &c. facere & reparare & manute- nere usi fuer' & dicunt quod sepes illa p̄ defeau' reparacion' & manutencon' ejusdem fuit tempore Transgr' i dia' fieri supposit' rupt' & prostrat' & quod averia p̄dia' A. & B. in eoz Clausis p̄dia' ad depas-
U 2 cend'

centis possit in p̄dia Claus ipsius D. p̄rupt' & decass' ejusdem lepis contra volunt' eorundem A. & B. intraver' & herb' p̄dict' depast' fuer' conculcaver' & consumpser' & idem A. & B. Averia sua p̄dict' recter & sequen' in eundem Claus ipsius D. p̄rupt' & decass' p̄dict' ad averia sua in eundem Claus ipsorum A. & B. refund' intraver' ac in Clausis illis celesiter fugaver' prout eis bene licuit quod est eadem Trāsgre' & fractio Clausi & eandem depast' conculcatio & consumptio herbe p̄dict' Unde p̄dict' D. superius vers' eos queritur Et hoc parat' sunt verificare, &c.

Replicatio
ad Placitu'

Et p̄dict' D. dicit quod ipse p̄ aliqua superius p̄ p̄dict' A. & B. allegat' ab Averione sua p̄dicta vers' eosdem A. & B. habend' p̄cludi non debet quia dicit qd' p̄dict' A. & B. de injuria sua p̄pria Clum p̄dict' vocat' P. in quo, &c. fregit' & herbam p̄dicta cum averiis p̄dicta depast' fuer' conculcaver' & consumpser' prout idem D. superius vers' eos inde queritur absque hoc quod ipse idem D. & omnes illi quorum Statu' ipse p̄dict' D. tunc hinc in Clo p̄dict' a tempore cuius, &c. sepem p̄dict' facere reparare & manutencere usque fuer' prout p̄dict' A. & B. superius p̄teranda allegaver' Et hoc paratus est verificare unde petit Judicium & Damna sua occasione Trāsgre' p̄dict' sibi adjudicari, &c.

Rejoinder
p̄dicta.

Et p̄dict' A. & B. ut prius dicunt quod p̄dict' D. & omnes illi quorum Statum ipse p̄dict' D. tunc hinc in Clo

Querens dic quod precludi non debet, Replicatio.
 Et quia dic predicta Villa Acquietane
 non est factum suum Et hoc per, &c.

Et predicta J. S. venit & defendi Dim & Solvit and Release.
 Injur' quando, &c. & dic quod predicta
 J. W. Actionem suam predicta' versus pre-
 dicta J. S. habere non debet quia dic quod
 predicta J. W. post Confectionem ejusdem
 Ville, & Inceptionem hujus Breve, videli-
 cet Die Anno, &c. apud, &c. per quod
 Scriptum suum, &c. cognovit & confessus est
 se fore plenarie satisfactum & contentum de pre-
 dicta summa, &c. in Villa predicta men-
 tionat, & inde acquietabit & relaxabit
 eundem J. S. de & ab omnibus Actio-
 nibus quas predicta J. W. versus eundem
 J. S. ratione Confectionis Ville predicta' ha-
 bere potuit, & hoc parat est verificare,
 unde per Iudicem si predicta J. W. Actionem
 suam predicta' versus eum habere debet, &c.

Et, &c. quando, &c. & dic quod predicta' Solvit to Part and Tender to other Part.
 J. G. Actionem suam predicta' versus eum
 habere seu manutenere non debet, quia
 quoad 20 s. Parcel, &c. idem J. dic quod
 prefat J. A. Die Anno, &c. ante In-
 ceptionem hujus Actionis bene & fideliter sol-
 vit eidem J. G. 20 s. Partem supramen-
 tionat' debuit in Narratione predicta spe-
 cificat' videlicet apud, &c. predicta & in
 sua Jurisdictione hujus Cur' Et quoad
 quinque Solidi & sex Denarii redditus Debiti
 in Narratione predicta' specificat' idem
 J. A. ulterius dic quod ipse postea scilicet
 Die

Die Anno, &c. p̄dia' ante Inceptum
huius Actionis apud, &c. p̄dia' obtulit
eid̄ J. G. p̄dia' quinque Solidi & sex De-
nar' quos quidem quinque Solidi & sex De-
nar' idem J. G. adtunc & ibidem accep-
tare recusavit Et hoc p̄fat' J. A. parat'
est verificare, & pet' Iudic' Cur' si p̄dia'
J. G. Actionem suam p̄dia' v̄rsus eum
habere debeat, &c.

Replicati-
on.

Et p̄dia' J. G. quoad Placitum p̄fat'
J. A. quoad p̄dia' 20 s. Parcer' Debiti
p̄dia' die quod ipse per aliqua p̄alle-
gat' ab Actione sua p̄dia' v̄rsus eum
habend' precludi non debet, quia die quod
p̄dia' J. A. non solvit p̄dia' 20 s. eidem
J. G. prout p̄dia' J. A. superius alle-
gabit. Et hoc pet' quod inquiretur per
Patriam, & p̄dia' J. A. similiter, &c.

Demur to
the other
Plea.

Et quoad p̄dia' placit' ejusd̄ J. A.
quoad p̄dia' quinque Solidi & sex Denar'
Recl' Debiti p̄dia' p̄dia' J. G. die
quod p̄dia' Placitum ejusdem J. A.
Modo & Forma p̄dia' placitat' & Mater'
in eod̄ content' non est sufficiens in Lega-
ab Actione sua p̄dia' v̄rsus eundem J. A.
habend' precludend' Et quod Placito p̄dia'
Modo & Forma p̄dia' placitat' ne-
cesse non habet neq; tenetur per Regem
respondere Unde pro Defectu sufficiens Re-
sponsionis in hac Parte p̄dia' J. G. pet'
Iudicium & p̄dia' 5 s. 6 d. Recl' Debiti
sui p̄dia' una cum Damnis suis &
ratione Detentionis Debiti illius sibi ad-
judicari, &c.

Et

cognovit idem B. petit Iudicium & Dampha sua occasione inde sibi adjudicari, &c.

Et p̄dia' A. ut prius dicit qđ ipse idem A. & oēs alii p̄ssores & occupatores Cui p̄d voc' . . . cu' p̄tū p tempore existen' a tempore cuius, &c. here us' fuer' & consuever' pro se & seruiens suis p̄dia' Via pedestr' ducen' a Villa de, &c. p̄d in per & trans p̄dia' Claus' voc', &c. & abinde, &c. (ut ante) ad eundem & redeundum in Via p̄dia' omni tempore Anni ad libitū suū put ipse superius p̄litando allegabit Et de hoc ponit, &c. (Et p̄dia' Quer' similiter.)

Rejoinder
Issue.

Quando, &c. & quoad fractionē Cui, &c. in nullo est inde culpab, &c. & quoad residū Transgr' p̄dia' superius fieri suppose idem B. dicit qđ p̄d A. Actōn' suā p̄dia' here non, &c. quia dicit qđ idem A. diu ante p̄d temp' quo, &c. eidem B. indebit' fuit in 20 s. p̄ divers' denar' sumis per eundem A. de p̄d B. mutuat' & postea & diu ante temp' p̄d quo, &c. idem A. apud, &c. eidem B. bona & catalla p̄dia' deliberavit tanquam Pignus pro p̄d 20 s. tenendū eidem B. ut pignus quousq; p̄dia' A. p̄fat B. eosdē 20 s. solvisset & idem B. in factō dicit qđ p̄fat' A. p̄d 20 s. eidem B. nondum solvit qđ est eadē Transgr' & Captio & a'portatio bonor' & catalloꝝ p̄dia' unde p̄dia' A. superius modo queritur Et hoc, &c. Unde, &c.

Bar in
Trespas,
That
Goods were
delivered as
a Pawn.

Die Anna, &c. p̄dia' ante Inceptum
hujus Actionis apud, &c. p̄dia' obtulit
eius J. G. p̄dia' quinque Solidi & sex De-
nar' quos quidem quinque Solidi & sex De-
nar' idem J. G. adtunc & ibidem accep-
tare recusabit Et hoc p̄fat' J. A. parat'
est verificare, & pet' Judic' Cur' & p̄dia'
J. G. Actionem suam p̄dia' versus eum
habere debeat, &c.

Replicati-
on.

Et p̄dia' J. G. quoad Placitum p̄fat'
J. A. quoad p̄dia' 20 s. Parcel Debiti
p̄dia' die quod ipse per aliqua p̄alle-
gat' ab Actione sua p̄dia' versus eum
habendū p̄cludi non debet, quia die quod
p̄dia' J. A. non solvit p̄dia' 20 s. eidem
J. G. prout p̄dia' J. A. superius alle-
gabit. Et hoc pet' quod inquiretur per
Patriam, & p̄dia' J. A. similiter, &c.

Demur to
the other
Plea.

Et quoad p̄dia' placit' ejusd' J. A.
quoad p̄dia' quinque Solidi & sex Denar'
Resid' Debiti p̄dia' p̄dix' J. G. die
quod p̄dia' Placitum ejusdem J. A.
Modo & Forma p̄dia' placitat' & Mater
in eod' content' non est sufficiens in Regem
ab Actione sua p̄dia' versus eundem J. A.
habendū p̄cludendū Et quod Placito p̄-
dia' Modo & Forma p̄dia' placitat' ne-
cesse non habet neq' tenetur per Regem
respondere Unde pro Defectu sufficiens Re-
sponsionis in hac Parte p̄dia' J. G. pet'
Judicium & p̄dia' 5 s. 6 d. Resid' Debiti
sui p̄dia' una cum Damnis suis Oc-
casione Detentionis Debiti illius ubi ad-
judicari, &c.

Et

Et p̄dicta' E. H. veni & defendi Injur' ^{Ne Un-}
quando, &c. & dic' quod p̄dicta' T. C. Ac- ^{ques Exo-}
tionem suam p̄dicta' versus eum habere ^{cutor,}
non debet, quia dic' quod ipse nunquam
fuit Executor Testamenti & ultime Vo-
luntat' p̄dicta' R. H. nec aliqua Bona
seu Catalla que fuer' ejusdem R. H. Tem-
pore Mortis sue ut Executor Testamenti
& ultime Voluntat' p̄dicta' R. H. post
Mortem ipsius R. H. unquam admini-
stravit Et hoc p̄fatur' E. H. parat' est
verificare, unde pet' Judic' si p̄dicta' T.
C. Actionem suam p̄dicta' versus eum
habere sive manutenere debeat, &c.

Et p̄dicta' M. N. veni & defendi Dim ^{Plene Ad-}
& Injur' quando, &c. & dic' quod p̄dicta' ^{ministra-}
M. N. Actionem suam p̄dicta' versus eum ^{vit.}
habere non debet, quia dic' quod ipse
plene administravit omnia Bona & Catal-
la que fuer' p̄dicta' T. A. Tempore Mortis
sue, & quod ipse nulla habet Bona & Ca-
talla que fuer' p̄dicta' T. A. Tempore
Mortis sue in Manibus suis admini-
strand' nec habuit Tempore Intrationis
hujus Loquel ipsius M. N. nec unquam
posse Et hoc parat' est verificare, unde
pet' Judicium si p̄dicta' M. N. Actionem
suam p̄dicta' versus eum habere debeat,
&c.

Et p̄dicta' M. N. dic' quod ipse per ^{Replicati-}
aliqua p̄allegat' ab Actione sua p̄dicta' ^{on.}
habend' precludi non debet, quia dic' qd
p̄fatur' M. N. Die Intrationis hujus
Loquel scilicet Die Anno, &c. apud, &c.
p̄dicta'

tempore p̄dia' A. fuit seisi' in Dñico suo
 ut de frodo de un' Messuag' un' Gardin, &c.
 cū p̄tū in, &c. p̄dia' de quibus idm' A.
 tū in quo, &c. est & p̄dia' tempore quo,
 &c. fuit p̄cell' & se inde existē seisi' eadē
 Mess', &c. cū p̄tū diu ante Temp' captōn'
 p̄dia' seisi' (Die, &c. Anno, &c. apud, &c.)
 p̄dia' eidm' C. dimisit habendū sibi a Festa
 p̄dia' tandiu eadē A. placuerit reddendū
 inde Annuatim eidē A. (quandiu p̄cell' &
 C. heret & occuparet p̄dia' Mess', &c.) 30 s.
 ad Festa Sri Mich' Archang' & Annū
 beate M. D. per equal' pōtōn' solvendū vir-
 tute ejus Dimissionis p̄dia' C. p̄dia'
 Mess', &c. cum p̄tū a p̄dia' Festa An-
 nū, &c. usq' ad Fest' Annū beate M. D.
 p̄ox' ante Temp' captōn' p̄dia' habebat &
 occupabatur & quia 30 s. de Redd' p̄dia'
 virtute ejusd' Dimiss' per temp' p̄dia' eidē
 A. tempore captōn' p̄dia' in arrearag re-
 manser' & adhuc remanent insolut' idm'
 A. bene advocat captōn' averiō p̄dia' in
 dicto Loco in quo, &c. Nomine Distric-
 tionis, &c. Et hoc parat' est verisse unde
 petit Judic' & Retōr' averiō p̄dia' abt'
 adjudicari, &c.

The like
 for Da-
 mage-se-
 fant.

Et bene advoc' captōn' Vaccar' p̄dia'
 in dicto Loco quo, &c. & injuste, &c. quia
 dic' qd' ipse seisi' est ac tempore captōn'
 p̄dia' seisi' fuit de un' Messuag' & 6 acr'
 terr' cum p̄tū in dicta Vill' de, &c. (de
 quibus Locus in quo p̄dia' vac' capt'
 fuer' est p̄cell') in Dñico, &c. & quia ipse
 idm' A. tempore captōn' p̄dia' vaccas p̄dia' in
 Loco p̄dia' quo, &c. Damū facien' invenit
 p̄dia'

pdia' A. easdem vaccas in solo & libero
Tenemento suo damnum itum sic factum
cepit prout ei bene licuit & hoc parat', &c.
Unde, &c.

Ad hanc Cur' venit A. per P. Attorn' suum
& queritur vers' B. de plito Transgr' sup
Casu pro eo videlicet qd' cum idem A. bonus
verus & fidel' subdit' Dñe R. nunc Magn'
Brit' &c. Et erga omnes homines a tem-
pore Nativ' sue hucusq' gubernabit & se
gesserit & bonor' Róinis fame Credit' &
Reputacón' cum bonis & gravibus homini-
bus tam vicinis suis quam al' fidel' sub-
dit' D. R. nunc habit' noi' existimat' &
reputat' absq' aliqua falsitate Furto per-
jur' Felon' Fraude sive Macula cujus-
cunq' Culpe sive Criminis nocivi imma-
culat' & intact' per tot' Temp' pdia' ges-
serit & se gubernabit Predictus tamen
premissor' non ignat' ex mera nequissima
Malicia sua premeditata intendens No-
men & famam ejusdem A. ledere detra-
here pejorare obtenebrare & totaliter de-
struere acceriam in perturbatione veracitatis
& Justitiæ traducere & inducere qued'
falsa ficta & scandalosa verba & mendacia
de eodem A. (tali die Anno & Loco) & in-
tra Libertat' & Jurisd' hujus Cur' in
psent' & audit' quamplurimos fidel' sub-
dit' dia' D. R. dixit retulit & propala-
bit, videlicet He (cund' A. innuens) hath stolen
my, &c. Quor' quidam falso & scandalo-
sor' verbor' ditionis & ppalacionis pretextu
idem A. non solum in bonis Róine & fa-
malefus est verum etiam in Negot' suis per-
ficiend'

A Record
of a Decla-
ration in an
Action of
Slander,
and Judg-
ment and
Recovery
thereupon,
&c.

sciendū cum honestis personā oībus in emendandendū & barganizandū multum impeditū fuit. Accetiam quosdā alī personā & subditū dicit D. R. nunc ea orōne seipsos a Consortio ejusdem A. subtrahuer' & Consortium cum eo habere penitus recusaver' & adhuc recusant unde, &c. ad Dampnū, &c. Et inde producit sextam, &c.

Plea Non
Cul.

Issue.

Venire.

Verdict.

Damages.

Judgment.

Et predict' B. per, &c. & dicit, &c. quia dicit pō ipse non est Culp de dictione & propalatione verborū in Part' pōia' superius specificat' nec de aliqua parte eorū modo & forma prout pōia' A. superius vers' eum queritur & de hoc pō se super Patetiam Et pōia' B. similiter Ideo (che Venire awarded) &c. Et Jur' inter partes pōia' qui ad dicendū veritat' de & super pmiss' pōia' elea' trahit' & jurat' dicunt super sacram' suum qd pōia' B. est Culp' de dictione & propalatione dictorū verborū in Part' pōia' specific' & addunt dampna dia' A. orōne dictionis & propalationis eorū verborū ultra Wīs & Custag per ipsum circa sextam suam in hac parte expens' ad . . . & pro eisdem Wīs & Custag ad . . . Ideo consid' est per eandem Cur' qd dia' A. recuperet vers' eund' B. dampna sua pōia' per Jur' pōia' in forma predict' Assessa accetiam . . . pro Wīs & Custag suis que quidm' Dampna in toto se attingunt ad . . . &c.

In cujus Rei Testimonium sigill' Seneschal' Cur' predict' est apposit', Dat' apud . . . (Die & Anno.)

Et

dia' habens precludi non debet quia dic
quod predia' J. R. Die Anno, &c. su-
pradia' apud, &c. in narratione sua pre-
dia' superius specificat' Vi & Armis, &c.
de injur' sua prop' & absq' causa p' pres-
tat' R. W. superius allegat' in ipsum R.
W. insult' fecit & ipsum verberabit vulne-
rabit & malectrabit ita qd' de vita
eius desperabatur contra pacem Domi-
ne Regine nunc Et hoc pet' qd' inqui-
ratur per Patriam & predia' J. R. simi-
liter Ideo, &c.

Et predia' A. per S. D. Attozū suum Abatement
per Misof-
mer.
venit & pet' Judic' de brevi de Justic'
predia' quia dic' qd' nomen baptisat' e-
iusdem Agnet' in brevi predia' nominat'
est Anna & non Agnet' prout predia' B.
superius narravit Et hoc parat' est veri-
ficare unde pet' Judicium de predia'
brevi de Justic' Et qd' predia' breve de
Justic' quassetur.

Et predia' A. per J. R. Attozū suum Abatement
per Vari-
ance Enter
Brief and
Count.
venit & pet' Judicium de brevi de Justic'
predia' quia dic' qd' ipse est eadem per-
sona versus quem predia' B. protulit
breve suum predia' per nomen W. D.
alias E. & per idem nomen W. D. alias
E. die impetrationis brevis de Justic'
ipsum B. & semper postea hucusq' cognit'
& vocat' fuit & per idem nomen W. D.
alias E. versus eund' A. in narratione
sua predia' nunc declaravit absq' hoc qd'
idem B. nominatur sive vocat' J. alias
W. vel per idem nomen W. D. alias E.

U

ulio

Forms of Admissions, Surrenders, Presentments, Recoveries, &c.

Maner' de S—. } ff. Curia Baron' Spec' A. B. Militis
Domini Manerii prædicti ibidem
tent' pro Manerio prædict' die, &c.
coram W. B. Armigero Senescallo
ibidem.

Homagium { D. C. } Jur'. | H. L. } Jur',
 { T. G. }

Admission,
of the Son
and Heir
on the
Death of
his Father
in Tail,
and a Sur-
render by
the Mother
of her E-
state for
Life, and
an Admissi-
on of the
Son there-
upon in
Fee.

CUM ad Curiam Baron' tent' pro
Manerio prædict' decimo sexto die
Octobris Anno Regni Dni Caroli nu-
per Regis Angl, &c. vicesimo J. III.
qui fuit filius Primogenitus & prior-
mus Heres J. III. Senioris pantea de-
funct' & Marie Uxoris ejus admissus fuit
Tenens Dni ubi & Heredibus suis ad
reversionem & remanere omnium & singu-
lorum Messuagiorum Terrarum & Cene-
mentorum postea mentionat' videlicet uni-
us Tenementi (vocat' Hoses) Periotabilis
cum omnibus & singulis pertinentiis eidem
Tenemento spectant' necnon quinq; Crof-
tat' terre prati & pasture simul adjacent'
continent' p estimationem quadragint' ac'
(sive plus sive minus) necnon trium Crof-
tat' sive Clausur' terre prati, &c. Necnon
unius Tenementi Periot' (vocat' E. B.
alias

Et p̄dia' P. dic' quod ipse superius narrand' in Narratione sua p̄dia' alle- ^{joinder la}
gabit materiam in lege sufficiend' Alion ^{Demurrer.}
suam p̄dia' habend' versus eund' B. ma-
nutenere Et hoc parat' est verificare
quam materiam p̄dia' B. non dedit,
hec ei aliquid respondit sed omnino re-
sultat verificatiō illam admittere un-
de per' Iudiciū & debet' suū p̄dia'
una cum damnis occasione detentionis
debiti illius sibi adjudicari.

Et p̄dia' A. & B. p. P. B. Attoz ^{Bar for De-}
quid ven' & defend' Dim' & Injuriam ^{fault of the}
quando, &c. Et quoad fraction' Clausi ^{Plaintiff's}
p̄dia' & depast' conculation' & consump- ^{Fence.}
tion' herb' p̄dia' iidem A. & B. dicunt
quoad p̄dia' D. Alion sua p̄dia' vers'
eos here non debet quia dicunt qd' iidem
A. & B. tempore Trāgr' p̄dia' fieri sup-
posit' fuer' & adhuc existunt seist' de quo-
dam Clo pastur' p̄or' jacend' eidem Clo
ipsius D. in quo, &c. in, &c. p̄dia' in
Dñico suo ut de Feodo inter que quidam
Claus quedam est sepes sepan' quemq' ab
al' p̄dia' Clausis quam quidam sepe p̄-
dia' D. & omnes illi quoz' Statū ipse
eod' tunc hult in Clo p̄dia' a tempore
eius, &c. facere & reparare & manute-
nere us' fuer' & dicunt quod sepes illa p
defectu reparatiōis & mantenentiōis ejusd'
fuit tempore Trāgr' p̄dia' fieri supposit'
rupt' & prostrat' & quod averia p̄dia' A.
& B. in eoz' Clausis p̄dia' ad depas-
cend'

centi' possit' in p'dia' Claus' ipsius D. p'rupt' & decass' ejusdm' sepis contra volunt' eorndm' A. & B. intraver' & herb' p'dict' depast' fuer' conculcaver' & consumpser' & iidm' A. & B. Averia sua p'dict' recenter p'sequen' in eundm' Claus' ipsius D. p'rupt' & decass' p'dict' ad averia sua in eundm' Claus' ipsorndm' A. & B. refugand' intraver' ac in Clausis illis celenter fugaver' p'out eis bene licuit quod est eadem Trāsg'r' & fractio Clausi & eorndm' depast' conculcatio & consumptio herbe p'dict' Unde p'dict' D. supius vers' eos queritur Et hoc parat' sunt verificare, &c.

Replicatio
ad Piacitū.

Et p'dict' D. dicit quod ipse p' aliqua supius p' p'dict' A. & B. allegat' ab Actione sua p'dict' vers' eosdm' A. & B. habend' p'cludi non debet quia dicit qd' p'dict' A. & B. de injuria sua p'pria Clum p'dict' vocat' P. in quo, &c. freger' & herbam p'dict' cum averiis p'dict' depast' fuer' conculcaver' & consumpser' put iidm' D. supius vers' eos inde queritur absque hoc quod ipse iidm' D. & omnes illi quorndm' Statū ipse p'dict' D. tunc huit in Clo p'dict' a tempore cujus, &c. septem p'dict' facere reparare & manutencere usi fuer' put p'dict' A. & B. supius p'litanda allegaver' Et hoc paratus est verificare unde petit Judicium & Dampna sua occasione Trāsg'r' p'dict' sibi adjudicari, &c.

Rejoinder
p'dicti.

Et p'dict' A. & B. ut prius dicunt quod p'dict' D. & omnes illi quorndm' Statum ipse p'dict' D. tunc huit in Clo

Et p̄dia' a tempore cuius, &c. Sepem
p̄dia' facere reparare & manutennere usq̄
fuer' p̄ut ipsi superius placitando allega-
ver' & de hoc ponunt se super Patriam
Et p̄dia' D. similiter Ideo, &c.

Issue.

Quando, &c. & quoad tota' Cr̄n'gr' p̄re-
dia' p̄ter conculecōem & consump̄cōem herbe
& graminis p̄dia' pedibus ambulando
dicit qđ ipse in nullo est inde culpabilis
& de hoc ponit se super P̄ria Et p̄dia'
B. similiter Et quoad conculecōem &
consump̄cōem herbe & graminis p̄dia' pedi-
bus ambulando idē A. dicit qđ p̄dia' A.
accōnem suā p̄dia' inde vers' eū here non
debet quia dicit qđ ipse p̄dia' A. diu
ante p̄dia' tempus quo supponitur
Cr̄n'gr' p̄dia' fieri p̄dionat' fuisse & ad-
huc p̄dionat' existit de & in uno Clo vo-
cat' . . . cū p̄tin quodq̄ idē A. & cōs alii
p̄ssōres & occupatores Cti illius vocat' . . .
cū p̄tin p̄ tempore existē a tempore cu-
jus, &c. habere usq̄ fuer' & consuever' p̄ se
& servientibus suis quanda' Viā pedestr'
ducent' a Villa de . . . p̄dia' in per & trans
quoddam Clum vocat' . . . apud . . . ac in-
fra Jurisdicōem p̄dia' & abinde in per &
trans quoddam al' Clum vocat' . . . &c. &
de retrogr̄ a p̄dia' Clo vocat' . . . in per
& trans p̄dia' Clum vocat' . . . & abinde
in per & trans p̄dia' Clum vocat' . . . per
eandē Viā usq̄ ad p̄dia' Vill' de . . . ad
eundē & redeund' in Viā p̄dia' omni tempore
anni ad libitum suū tanquā ad p̄dia'
Claus' voc' . . . cum p̄tin spectand' p̄tin
per qđ p̄dia' A. p̄dia' tempore quo, &c. a
p̄dia'

Bar' in
Transg'
claiming a
Way over
the Lands.

pdia' Villa de . . . pdia' in per & trans,
 &c. & sic retro, &c. (ut ante) per eandem
 Viam ad pdia' Vill' de . . . pdia' ibit &
 redibit prout ei bene licuit Et idem A. in
 eundo & redeundo ut pseretur aliquantulu-
 lum herbe & graminis in eadem Via in
 pdia' Clo voc' . . . in quo, &c. tunc cre-
 scent pedibus ambulando conculeavit &
 consumpsit utendo Via sua pdia' & tam
 modicum Dampnum quod potuit ibidem faciens
 que sunt eadem Et nigr quoad conculeati-
 onem & consumptionem herbe pdia' B. unde
 pdia' B. se modo inde queritur Et hoc pa-
 rat est verisimiliter unde petit Iudic' si pdia'
 B. Actionem suam pdi' inde vers' eundem here de-
 beat, &c.

Replicatio
 ad placi-
 tum.

Et pdia' B. quoad Plitum pdia' pdiat
 A. quoad Concule' & Consump' herbe pre-
 dia' pedibus Ambulando dicit quod ipse per
 aliqua in eodem plito preallegat' ab Actione
 sua, &c. quia dicit quod pdia' A. de inju-
 ria sua propria herba pdia' in Clo pdia'
 nuper crescent pedibus Ambulando conculea-
 vit & consumpsit prout, &c. Absq' hoc quod
 pdia' A. & omnes alii possessores & occupat'
 Cui pdia' voc' . . . cum p'tin' pro tempore
 existens a tempore cuius, &c. here usi fuer'
 & consuever' pro se & servient' suis pdia'
 Viam pedestrem ducen' a Vill', &c. pdia'
 in per & trans pdia' Cuius voc' . . . & ab-
 inde in per & trans pdia' ad Clo voc', &c.
 (as in the Plea, to) ad libitum suum prout pre-
 dia' A. superius plitando allegavit Et
 hoc parat' est verisimiliter unde ex quo pdia' B.
 Et nigr ill' pedibus ambulando superius
 cognovit

cognovit idem B. petit Iudicium & Damna sua actione inde sibi adjudicari, &c.

Et p̄dicit A. ut prius dicit qđ ipse idem A. & oēs alii p̄ssores & occupatores Cui p̄dicit voc. . . . cū p̄tū p̄ tempore existen a tempore cuius, &c. here us fuer & consuever pro se & serbient suis p̄dicit Via pedestr ducen a Villa de, &c. p̄ in per & trans p̄dicit Claus voc, &c. & abinde, &c. (ut ante) ad eundum & redeundum in Via p̄dicit omni tempore Anni ad libitū suū put ipse superius p̄litando allegabit Et de hoc ponit, &c. (Et p̄dicit Quer similit.)

Rejoinder
Iſſue.

Iſſue.

Quando, &c. & quoad fractōem Cui, &c. in nullo est inde culpa, &c. & quoad resid Transgr p̄dicit superius fieri supposse idem B. dicit qđ p̄dicit A. Actōem suā p̄dicit here non, &c. quia dic qđ idem A. diu ante p̄dicit temp' quo, &c. eidem B. indebit fuit in 20 s. p̄ divers' denar' sumis per eundem A. de p̄dicit B. mutuat' & postea & diu ante temp' p̄dicit quo, &c. idem A. apud, &c. eidem B. bona & catalla p̄dicit deliberabit tanquam Pignus pro p̄dicit 20 s. tenend' eidem B. ut pignus quousq; p̄dicit A. p̄fat B. eosdē 20 s. solvisset & idem B. in facto dic qđ p̄fat A. p̄dicit 20 s. eidem B. nondum solvit qđ est eadē Transgr & Captio & a'portatio bonoz & catalloz p̄dicit unde p̄dicit A. superius modo queritur Et hoc, &c. Unde, &c.

Bar in
Trespas,
That
Goods were
delivered as
a Pawn.

Replicati-
on.

Et p̄dia' A. dicit quod ipse per aliqua p̄allegat ab acōne sua, &c. quia dicit quod p̄fat' B. de injuria sua p̄pria absq̄ aliqua tali causa per ipsū eundem B. p̄allegat Die & Anno p̄edia' bona & catalla p̄edia' apud, &c. invent' cepit & asportabit prout p̄dia' A. in Part' sua p̄edia' superius supposit' & hoc per quod inquiretur per Patriam (Et Del. aliter.)

Issac.

Concord
pleaded.

Quando, &c. & quoad Trāsgre' p̄edia' superius fieri supposit' idm B. dicit qđ p̄dia' A. Accōd non, &c. quia dicit qđ postquam Trāsgre' p̄edia' fieri supposit' fact' fuit scilicet Die, &c. p̄edia' apud, &c. p̄dia' & infra Jurisd' hujus Cur' idm B. & A. per mediationē D. & E. Amicorū & Familiar' suorū inter eos amicaliter intervenien' talis habebatur Concordia & Agreement' int' eos, viz. quod idm B. s. s. legalis, &c. eidm A. pro amēd & in satisfaccōe ejusdem Trāsgre' solveret quos quidm s. s. &c. idm B. p̄fat' A. adtunc & ibm solvit secundum vim formē & effect' Concord' & Agreement' p̄edia' Et hoc, &c. Unde, &c.

Replicati-
on.

P̄cludi non debet quia dicit quod nunquā habebatur aliqua talis concord' Ave agreement' int' ipsos A. & B. qualis p̄edia' B. superius p̄litando allegavit & hoc petit, &c. (Et p̄edia' B. aliter.)

Issac.

Et

Et p̄dia' A. per, &c. & dicit qđ p̄dia' ^{Outlawry}
 B. ad Breve & Parr sua p̄dia' Respon- ^{pleaded.}
 dere non debet quia dicit qđ p̄dia' B. (Die
 Anno, &c.) per nomen B. S. nuper de ...
 Peom utlagat fuit & adhuc existit ad lectu
 ejusdam T. B. de plito (as the Case is) unde
 idm B. condia' est put per Record ut
 lagat p̄dia' in Cur hic scit apud Westm
 in Com Mids resident liquet manifeste Et
 hoc parat' est verif. per Record ill' unde
 per Judic' si p̄dia' B. ad Breve & Parr
 sua p̄dia' repondere debeat, &c.

A. veni & defendi Injur, &c. & dicit ^{Liberum}
 qđ p̄dia' B. accō non, &c. quia dicit qđ ^{Tenemen-}
 Clum p̄dia' voc, &c. apud, &c. in Parr ^{tum plead-}
 superius menconat in quo Trāsgre p̄dia' ^{ed.}
 supponi fieri est & p̄diao Tempore quo
 supponitur Trāsgre p̄dia' fieri fuit solum
 & liberu Tenement ipsius A. per quod
 p̄dia' A. fregit & intravit in Claus' p̄dia'
 voc &c. & blada & herb idm crescē & ex-
 istē pedib ambulando conculiabit & con-
 sumpsit prout in Parr p̄dia' superius spe-
 cificat' est prout ei bene licuit Et hoc pa-
 rat' est verificare unde per' Judic' si rđ
 B. accō sua p̄dia' inde vers' eum here
 debeat, &c.

Quando, &c. & bene advocat captionē ^{Bar by A-}
 averioꝝ p̄dia' in p̄dia' Loco in quo, &c. ^{vowry for}
 Quia dicit qđ Locus p̄dia' est & tempore ^{Rent.}
 captionis p̄dia' & ante fuit quatuor Aer'
 terr' in &c. & dicit qđ diu ante temp cap-
 tis p̄d superius fieri supposit' ac eodm
 tempore

tempore p̄dia' A. fuit seisi' in Dñico suo
 ut de feodo de un' Messuag' un' Gardin, &c.
 eū p̄tū in, &c. p̄dia' de quibus idm' A.
 eius in quo, &c. est & p̄dia' tempore quo,
 &c. fuit p̄cell' & sic inde existēd' seisi' ead'
 Mess', &c. eū p̄tū diu ante Temp' cap̄tōn'
 p̄dia' seisi' (Die, &c. Anno, &c. apud, &c.)
 p̄dia' eidm' C. dimisit habend' sibi a festo
 p̄dia' tandiu eadm' A. placuerit reddend'
 inde Annuatim eid' A. (quandiu p̄cellat
 C. heret & occuparet p̄dia' Mess', &c.) 30 s.
 ad festa s̄ri Mic' Archang' & Annū
 beate M. D. per equal' p̄tōn' solvend' vir-
 tute cuius Dimissionis p̄dia' C. p̄dia'
 Mess', &c. cum p̄tū a p̄dia' festo An-
 nu', &c. usq' ad fest' Annū beate M. D.
 p̄ior' ante Temp' cap̄tōn' p̄dia' habebat &
 occupabatur & quia 30 s. de Redd' p̄dia'
 virtute ejusd' Dimiss' per temp' p̄dia' eid'
 A. tempore cap̄tōn' p̄dia' in arrearag re-
 manser' & adhuc remanent insolut' idm'
 A. bene advocat cap̄tōn' averiō' p̄dia' in
 dicto Loco in quo, &c. Domine Distric-
 tionis, &c. Et hoc parat' est verisse unde
 petit Judic' & Retōr' averiō' p̄dia' abt'
 adjudicari, &c.

The like
 for Da-
 mage-se-
 fant.

Et bene advoc' cap̄tōn' Vaccar' p̄dia'
 in dicto Loco quo, &c. & injuste, &c. quia
 dic' qd' ipse seisi' est ac tempore cap̄tōn'
 p̄dia' seisi' fuit de un' Messuag' & 6 acc'
 terr' cum p̄tū in dicta Vill' de, &c. (de
 quibus Locus in quo p̄dia' vac' cap̄t'
 fuer' est p̄cell') in Dñico, &c. & quia ipse
 idm' A. tempore cap̄tōn' p̄dia' vaccas p̄dia' in
 Loco p̄dia' quo, &c. Damū facien' invenit
 p̄dia'

pdia' A. easdem vaccas in sola & libera
Tenemento suo damnum ibi ac facied
cepit prout ei bene licuit & hoc parat', &c.
Unde, &c.

Ad hanc Cur' veni A. per B. Attozū suū
& queritur vers' B. de plito Trāgr' sup
Calū pro eo videlt qđ cū idm A. bonus
verus & fidel' subdit' Dñe R. nunc Magn'
Brit' &c. Et erga omnes homines a tem-
pore Nativ' sue hucusq; gubernabit & se
gesserit & bonorū Rōnis Faine Credend' &
Reputatōm cū bonis & gravibus homini-
bus tam vicinis suis quam al' fidel' sub-
dit' D. R. nunc habit' not' existimat' &
reputat' absq; aliqua falsitate Furto per-
jur' Felon' Fraude sive Macula cuius-
cunq; Culpe sive Criminis nocivi imma-
culat' & intact' per tot' Temp' pdia' ges-
serit & se gubernabit Preditus tamen
premissor' non ignat' ex mera nequissima
Malitia sua p̄cogitata intendens Rō-
nem & Famam ejusdem A. ledere detra-
here pejorare obtenebrare & totaliter des-
truiere acciam in perturbationē veratōm
& Infamiam traducere & inducere quēdā
falsa ficta & scandalosa verba & mendacia
de eodm A. (tali die Anno & Loco) & in-
tra Libertat' & Jurisd' hujus Cur' in
p̄sen' & audit' quamplurimorū fidel' sub-
dit' dic' D. R. dixit retulit & propala-
vit, videlt He (cund' A. innuend') hath stolen
my, &c. Quod quidm' falso & scandalo-
sorū verborū dictionis & ppalatōis p̄textu
idm A. non solum in bonis Rōne & Fa-
ma lesus est verū eciam in Regōm per-
sciend'

A Record
of a Decla-
ration in an
Action of
Slander,
and judg-
ment and
Recovery
thereupon,
&c.

sciendū cum honestis personis oībus in emendū vendendū & barganizandū multum impeditū fuit. Accedam quosdā alī personā & subditū dicitur D. R. nunc ea occasione seipsos a Consortio ejusdem A. subtrahuerunt & Consortium cum eo habere penitus recusaverunt & adhuc recusant unde, &c. ad Dampnū, &c. Et inde producit sextam, &c.

Plea Non
Cul.

Issue.

Venire.

Verdict.

Damages.

Judgment.

Et predictus B. per, &c. & dicit, &c. quia dicit p̄ ipse non est Culp de dictione & propalatione verborū in Parr' p̄dicta' superius specificat' nec de aliqua parte eorū modo & forma prout p̄dicta' A. superius vers' eum queritur & de hoc pōd se super Patriam Et p̄dicta' B. similiter Ideo (the Venire awarded) &c. Et Jur' inter partes p̄dicta' qui ad dicendū veritat' de & super p̄miss' p̄dicta' elect' triat' & jurat' dicunt super sacram' suam qd̄ p̄dicta' B. est Culp' de dictione & propalatione dictorū verborū in Parr' p̄dicta' specific' & addunt dampna dicit' A. occasione dictionis & propalationis eorū verborū ultra Mīs & Custag per ipsum circa sextam suam in hac parte expens' ad . . . & pro eisdem Mīs & Custag ad . . . Ideo consid' est per eandem Cur' qd̄ dicit' A. recuperet vers' eund' B. dampna sua p̄dicta' per Jur' p̄dicta' in forma predicta' Assessa octiam . . . pro Mīs & Custag suis que quidam Dampna in toto se attingunt ad . . . &c.

In cujus Rei Testimonium sigill' Seneschal' Cur' predict' est apposit', Dat' apud . . . (Die & Anno.)

Et

Et unde idem A. petit quod dict' B. Errors assigned on the false judgment.
ostendat Cur' hic & assignet Defectus ubi
fallum Judic' fact' est in dicta Loquela &
quodvis ibi fact' fuerit Unde prefat' B.
dicit quod idem Recor'd vitiosum est &
valde defectivum existit scilicet in eo quia
non liquet per Recor'd coram quibus
Cur' tenet fuit Ac in hoc quod p'dict' A.
in Barr sua questus est se dampn' here
& deteriorat' fuisse ad Valenc' . . . cum
per leges hujus R'ni ead'm Cur' placita
non potest tenere de . . . &c.

See Proceſſe and Pleadings in this Court,
touching Copyhold Lands, towards the End
of the Book.

Forms of Admissions, Surrenders, Presentments, Recoveries, &c.

Maner' de S—. } ff. Curia Baron' Spec' A. B. Militis
Domini Manerii prædicti ibidem
tent' pro Manerio prædict' die, &c.
coram W. B. Armigero Senescallo
ibidem.

Homagium { D. C. } Jur'. | { H. L. } Jur',
 { T. G. }

Admission,
of the Son
and Heir
on the
Death of
his Father
in Tail,
and a Sur-
render by
the Mother
of her E-
state for
Life, and
an Admissi-
on of the
Son there-
upon in
Fee.

CUM ad Curiam Baron' tent' pro
Manerio prædict' decimo sexto die
Jacobus Anna Regni Dni Caroli nu-
per Regis Angl', &c. vicesimo J. M.
qui fuit filius Primogenitus & præri-
mus Heres J. M. Senioris pantea de-
funct' & Marie uxoris ejus admissus fuit
Tenens Dni ubi & Heredibus suis ad
reversionem & remanere omnium & singu-
lorum Messuagiorum Terrarum & Tenes-
mentorum postea mentionat' videlicet uni-
us Tenementi (vocat' Hofes) Periotabilis
cum omnibus & singulis pertinentiis eidem
Tenemento spectant' necnon quinq; Cros-
tar' terre præti & pasture simul adjacent'
continent' p estimationem quadragint' acr'
(sive plus sive minus) necnon trium Cros-
tar' sive Clausur' terre præti, &c. Necnon
unius Tenementi Periot' (vocat' C. B.
alias

alias M.) cum omnibus suis pertinentiis
 eidem Tenemento spectant & pertineant cum
 tribus Croftis sive Clausuris terre prati
 & pasture contigue & insimul adjacent con-
 tinent p estimationem decem accras (quan-
 do acciderit) post mortem dicte M. Ma-
 tris ejus Que quidam premissa dicit J.
 & M. tenuerunt eisdem J. & M. & Here-
 dibus de corpore dicti J. M. Sed de cor-
 pore dicte M. legitime procrea. Et p
 defectu talis Erit? Remanere inde Here-
 dib' de corpore dicti J. M. iud & p des-
 feau talis Erit? Remanere inde dicta J.
 M. Patri & Heredibus suis imppetu-
 um puc p rotulum ejusdem Curie patet
 Modo ad hanc Curiam testat' est p Se-
 nescallum pdictum & comptum p Roma-
 gium qd citra ultimam Curiam & ante
 hanc Curiam scilicet decimo sexto die
 Decembris instat dicta M. M. Tenens
 Customar' hujus Manerii (put duran)
 termino vite sue naturalis) sursumreddidit
 in manus Domini Manerii pdicti p ma-
 nus dicti Senescalli p virgam secundam
 consuetudinem Manerii pdicti totum jus
 stat' titulum & interesse sua de & in om-
 nibus & singulis pmiis prediis cum p-
 tinentiis Pecnon unum Cotagium cum
 pertinentiis in tenura J. B. unam poma-
 rium & unum accram terre (sive plus sive
 minus) eidem Cotagio ptineant Et om-
 nia al Customar' Messuag Cotagia Ter-
 ras Tenementa & Hereditamenta sua q-
 cunq' teni' de Manerio pdicto ad opus &
 usum dicti J. M. filii Hered' & Aliqd
 suorum imppetum Qui quidem J. p.
 lens

plens hic in Cur' humiliter petit se admitti ad pmissa p'dicta cum pertinentiis secundum formam & effectum sursumredditionis p'dictae Cui Dominus Manerii p'dicti p' Benescallum suum p'dict' concessit inde seissnam p' vergam habend' & tenend' omnia & singula pmissa p'dicta cum pertinentiis sibi & Heredibus suis De Domino p' vergam ad voluntatem Dni secundum consuetudinem Manerii p'dicti p' reddit' servit' & consuetudines inde prius Debit' & de jure consuet' Et dat Domino de Fine, &c. admissus est inde Tenens facitq' Dominus fidelitat', &c.

A Surrender of Parcel of the Premises in Fee, to make a Tenant to the Precipe, in order to suffer a Common Recovery.

Et postea p'dictus J. W. in propria persona sua venit & in apta Curia sursum reddidit in manus Dni Manerii p'dicti p' manus dicti Benescalli p' vergam secundum Consuetudinem Manerii p'dicti omnia & singula pmissa p'dicta cum pertinentiis, (Except' uno Cofr' sive Clausur' prati sive pasture vocat' Long-Mead continend' p' estimationem octo acras sive plus sive minus Acetiam except' parte pomarii continend' cuidam Messuagio vocat' B. continend' p' estimationem dimid' Rodde terre) tenet' de Manerio p'dicto & omnia al' Customar' Messuag' Cotagia terras & Tenementa sua tenet' de Manerio p'dict' Ad opus & usum C. P. Ben' & Hered' & Assign' suorum imperpetuum Qui quidem C. plens hic in Curia humillime petit se admitti ad pmissa p'dicta cum pertinentiis (except' p'cept') secundum formam & effectum sursumredditionis p'dictae Cui Dominus

Dominus Manerii p̄dia' p̄ Senescal suum
p̄dia' concessit inde seisinam p̄ virgam ha-
bend' & tenend' sibi & Heredibus suis de
Domino p̄ virgam ad voluntatem Domi-
ni secundum consuetudinem Manerii
p̄dia' p̄ reddit' servit' & consuetudines
inde prius debet & de iure consuet' Et
dat Domino de fine, &c. Et admissus
est Tenens fecitq; Domino fidelitatem.

Et postea sedente eadem Curia venit
R. S. Henricus in propria persona sua & que-
ritur vsus p̄fat' C. P. p̄sentem in Curia
de placito terre videlicet, de tribus Mes-
suagiis tribus horreis tribus pomariis viginti
acr' terre quadragin' acr' prati & quinquag-
int' acris pasture cum p̄tinentiis in S.
infra Iurisdia' huius Curie Et fecit
p̄testationem p̄sequi querelam suam in
Curia ista in forma & natura brevis Do-
mini Regis nunc de ingressu super disseisi-
nam en le post ad communem legem secun-
dum consuetudinem Manerii p̄dicti Et
invenit p̄leg' de p̄sequendo querelam suam
p̄dictam videlicet J. P. & R. A. Et
petit processum ei inde fieri secundum con-
suetudinem Manerii p̄dicti. vsus p̄fat'
C. P. dirigend' Et ei conceditur, &c. Sed
idem C. P. p̄sens in illa eadem Cu-
ria gratis comperuit ad placitum p̄e-
dictum.

A Recove-
ry thereup-
on, the
Tenant ap-
pears gra-
tis after
Process.

Et sup hoc p̄dictus R. S. in propria per-
sona sua petit vsus p̄fat' C. P. p̄dicta
tria Messuagia tria horrea tria pomaria
viginti acr' terre quadraginta acras prati

Count per
le Deman-
dant vers'
le Tenant.

& quinquaginta acr pasture cum ptinenciis in D. infra Jurisdictionem hujus Curie ut jus & Hereditatem suam secundum consuetudinem Manerii p̄dicti Et in q̄ idem C. P. non habet ingressū nisi post diffinitionem quam J. P. inde injuste & sine iudicio fecit p̄fat' R. S. infra triginta annos jam ult' elapsi. Et unde dicit qđ ipsemet fuit seiscus de p̄dictis trib' messuagiis tribus horreis tribus pomariis viginti acr terre quadragint' acr prati & quinquagint' acr pasture cum ptinenciis in dominio suo ut de feodo & jure secundum consuetudinem Manerii p̄dicti tempore pacis tempore Domini Regis nunc capiebat inde explet. ad valenc', &c. Et in que, &c. Et inde producit sc̄tam, &c.

Tenant
Vouches.
J. W.

Et sup hoc p̄dictus C. P. in p̄pria persona sua venit & defendit jus suum quando, &c. Et vocat inde ad Warrantizand' p̄dict' J. W. qui p̄sens hic in Curia in p̄pria p̄sona sua gratis p̄dicta tria messuagia tria horrea tria pomaria viginti acr terre quadraginta acras prati & quinquaginta acras pasture cum ptinenciis et Warrantizat.

Count vers'
J. W. per
le Deman-
dant.

Et sup hoc p̄dictus R. S. petit s̄lus p̄fat' J. W. Tenantem p̄ Warrantiam suam p̄dicta tria messuagia tria horrea tria pomaria viginti acras terre quadragint' acras prati & quinquagint' acras pasture cum ptinenciis in forma p̄dicta & unde dicit quod ipsemet fuit seiscus de

Tenementis p̄dictis cum p̄tinentiis in Do-
minico suo ut de feodo & jure secundum
consuetudinem Manerii p̄dicti tempore
pacis tempore Domini Regis nunc ca-
piendū inde exple. ad valentiam, &c. Et
in q̄, &c. Et inde p̄ducat sc̄am, &c.

Et sup hoc p̄dictus J. Tenens per War-
rantiam suam venit & defendit jus suum
quando, &c. Et ulterius vocat ad war-
rantizandum C. J. qui similiter p̄sens est
hic in Curia in p̄pria persona sua Et
gratis Tenementa p̄dicta cum p̄tinentiis
warrantizat, &c.

J. W. V. u-
cher the
Common
Vouchee.

Et sup hoc p̄dictus R. S. petit s̄lus
s̄lat C. J. Tenantem p̄ warrantiam suam
p̄dicta tria Messuagia tria horrea tria po-
maria viginti acras terre quadraginta a-
cras prati & quinquagint acras pasture
cum p̄tinentiis in forma p̄dicta Et unde
dicit qđ ip̄semet fuit sc̄itus de Tenemen-
tis p̄dictis cum p̄tinentiis in Dominico
suo ut de feodo & jure tempore pacis tem-
pore Domini Regis nunc capiendū inde
exple. ad valentiam, &c. Et in que, &c.
Et inde p̄ducat sc̄am, &c.

Deman-
dant counts
against the
Common
Vouchee.

Et super hoc p̄dictus C. Tenens per
Warrantiam suam p̄dictam in p̄pria
persona sua venit & defendit jus suum
quando, &c. Et dicit qđ p̄dicta J. R. non
differabit p̄dictum R. S. de Tenementis
p̄dictis cum p̄tinentiis p̄out idem R. S.
per b̄ve & narrationem sua p̄dicta sup̄ius
sup̄pos Et de hoc ponit se sup patriam

Defence of
the Com-
mon Vou-
chee, and
Se. a. gran-
ted to the
Deman-
da. r.

Et p̄dicius R. S. petit licentiam inde interloquendū usq; ad horam primam post meridiem illius diei & ei conceditur Et eadem hora dat' est p̄dicto C. J. &c. Et postea scilicet ad horam primam post meridiem ejusdem diei idem R. S. revenit hic in Curia in p̄pria p̄sona sua Et p̄dictus C. J. licet solempniter exa' non revenit sed in contemptum Curie recessit & default' fecit Ideo secundum consuetudinem Manerii p̄dicti considerat' est per Curiam hic quod p̄dictus R. S. recuperet seisinam suam versus p̄dictum C. P. de Tenementis p̄dictis cum pertinentiis habend' & tenend' eidem R. S. & Heredibus suis ad voluntatem Domini secundum consuetudinem Manerii p̄dicti quib' et de p̄dicto C. P. & Heredibus suis impetuum Et quod idem C. P. habeat de Terris & Tenementis p̄dictis f. III. ad valenc', &c. infra, &c. Et quod idem J. W. ulterius habeat de terris p̄dicti C. J. ad valenciam, &c. infra, &c. Et quod idem C. J. sit in Misericordia, &c. Et super hoc p̄dictus R. S. petit p̄cepte Ministri hujus Curie dirigend' de habere fac' ei inde plenar' seisinam de & in p̄dict' tribus Messuagiis tribus horreis tribus pomariis viginti aeris terre quadraginta aer' p̄cati & quinquaginta aer' pasture cum p̄tinentiis Et ei conceditur retornabile hic indilate.

Et postea scilicet hoc instante die Mini-
 ster Cur' predicta' ut Ballivus ibidem sci-
 licet T. S. recognovit preceptum predicta'
 ubi inde directa' in omnibus servit' & in
 forma Juris execut', (viz.) Quod ipse
 virtute precepti predicti isto eodem die habere
 fecit dicto R. S. plenar' Seisnam de & in
 predictis tribus Messuagis tribus hor-
 reis tribus pomariis viginti acris terre
 quadraginta acr' prati & quinquaginta
 acr' pasture cum pertinentiis sic recuperat' prout
 ei superius mandatum fuit Et super hoc
 modo ad istam eandem Curiam venit pre-
 fat' R. S. in propria persona sua Et humi-
 liter petit se admitti ad predicta tria Mes-
 suagia tria horrea tria pomaria viginti
 acr' terre quadraginta acr' prati & quin-
 quaginta acr' pasture cum pertinentiis se-
 cundum formam & effectum recupera-
 tionis predicta' & executionis inde Et
 secundum consuetudinem Manerii pre-
 dicti Cui Dominus Manerii predicti
 p' Benescallum suum predictum concessit
 inde Seisnam p' virgam habend' & tenend'
 omnia & singula premissa predicta cum
 pertinentiis prefat' R. S. Heredes & Assigni
 sui de Domino p' virgam ad volunta-
 tem Domini secundum consuetudinem
 Manerii predicti p' reddit' Servit' & con-
 suetud' inde prius debet' & de jure consuet'
 Et dat Domino de fine, &c. Et admissus
 est inde Tenens fecitq' Domino fidelis-
 satem.

Return of
 the Precept
 of Seisin,
 and Admis-
 sion of the
 Deman-
 dant.

Hereditibus suis imperpetuum ex sursum
 redditione & secundum formam & effectum
 ultime voluntatis G. W. Gen Ad unum
 Messuagium libe Tenementum & duas
 Croftas terre continen per estimationem
 quinq; acras (vocat Hortes) cum ptinenciis
 prout p Rotulum ejusdem Curie patet
 Que quidem D. C. ante hanc Curiam
 obiit sine exitu de corpore ejus legitimum
 procreat' Acetiam pdictus T. C. Miles &
 pdict' B. C. Gen diu ante hanc Curiam
 obierunt Modo ad hanc Curiam post
 secundam Proclamationem facta venit pdic-
 ta M. S. Uxor P. S. Gen & humiliter
 petit se admitti ad premissa predicta cum
 ptinenciis secundum formam & effectum
 Testamenti predicti Cui quidem Anne
 Dominus Manerit pced p Seneschallum
 suum predictum concessit inde Serisnam p
 virgam habend & tenend premissa pdicta
 cum ptinenciis pcedat M. S. Hereditibus &
 Assignatis suis imperpetuum secundum for-
 mam & effectum dicta ultime voluntatis
 predicta G. W. per reddit' serbitio & con-
 suetudines inde prius debu' & de jure
 consuet' & Admiss. est inde tenens & dat
 Domino de fine prout patet Et predicta
 P. vir ejus fecit Domino fidelitatem.

Present-
 ments and
 Amercia-
 ments.

Defaulters.

Item presentant sup Sacramentum suum
 pdicti R. S. Ar' M. P. Gen T. B. Gen
 C. W. Gen R. B. Gen H. D. Gen S. B.
 Gen & A. B. Gen sunt Tenentes hujus
 Manerii & debent sextam ad hanc Curiam
 Et ad hunc diem fecerunt defalt' Ideo
 quilibet eorum in Mis 6 d.

Item

tuum Qui quidem C. C. presens hic in Curia humiliter petit se admitti ad premissa predia cum pertinentiis secundum formam & effectum sursus redditionis predia Cui Dominus Manerii predicti p. Seneschallum suum predicti concessit inde Deismam per virgam habendi & tenendi sibi & heredibus suis de Domino Manerii predicti p. virgam ad voluntatem Domini secundum consuetudinem Manerii predicti per redditus servit & consuetudines inde prius debiti & de jure consueti Et dat Domino de Fine, &c. admissus est inde Tenens fecitq. Domino fidelitatem.

Maner' de S--- } ff. Visus Franc. Pleg. Domini Regis
cum Curia Baron. A. B. Mil. ibid.
tent. pro Manerio prædicto die,
&c. coram W. B. Armigero Sene-
schallo ibidem.

Esſon' Tenen.

W. H. & H. R.

Juratores pro D'no Rege cum Homagio.

D. C. Gen.	} Jur'.	J. S.	} Jur'.
T. G.		H. L.	
P. G.		G. R.	
T. D.		J. T.	

R. W.	} Tenentes Jurati.
W. C.	
J. C.	
R. A.	
H. P.	

Communis
Fines &
Mia' Te-
nen'.

Qui quidem Juratores jurat' & ones
rat' super Sacramentum suum di-
cunt quod dant Domino de communi
fine 18 d.

Et qđ R. S. Arnd 6 d. A. W. Gen.
6 d. S. B. Gen 6 d. W. P. Gen. 6 d.
J. C. 6 d. T. W. Gen 6 d. A. B. Gen
6 d. W. A. 6 d. W. P. 6 d. J. W. Gen
6 d. J. B. 6 d. P. R. 6 d. & W. R. 6 d.
sunt

ant Tenentes hujus Manerii & debent
 terram ad hanc Curiam & fecerunt default'
 Ideo quilibet eorum in misericordia est
 prout patet super eorum capita.

Item presentant quod J. W. 30 d. & Constable
 J. S. 30 d. sunt Constabularii Et non sunt in M^{is}, for
 sic ad visum franc' p^{re}sentant Default at
 id quod ad Officium illud pertinet sed fe- the Lord
 cerunt default' Ideo uterque eorum in
 misericordia est prout patet super eorum
 capita.

Item presentant qd R. P. est communis A Drunk-
 Wibo, (Anglice a common Drunkard) Ideo ard in M^{is}.
 ipse in M^{is} 1 s.

Ad hanc Terram presentat est p Homag^{is} M^{is} of Te-
 quod D. C. Gen 30 d. H. P. 12 d. D. L. dants for
 12 d. J. S. 12 d. J. R. jun 6 d. R. W. digging on
 12 d. C. R. 12 d. C. C. 12 d. R. S. Arm the Com-
 2 s. C. C. 2 s. W. P. 18 d. W. P. 12 d. mon.
 extra ultimam Curiam & ante hanc Cu-
 riam effoderunt (Anglice dug up) Domin^{us}
 terram sup Communiam Ideo quilibet
 eorum in misericordia est prout patet su-
 per eorum capita.

Cum ad Curiam ibidem tent die Mar- Admission
 tis existens duodecimo die Aprilis Anno in Fee on
 Reg Caroli nuper Regis Angl, &c. decimo Death of
 octavo C. C. Miles, & W. C. Gen admitti Two Te-
 fuerunt tenentes Domino p termino vite nants for
 eorum remanere inde post eorum decessum Life, and a
 D. C. & heres corporis ejus & p l^o Remelndar
 talis exitus A. S. Bozori in Tail, se-
 cording to
 Wil, &c.

Hereditibus suis imperpetuum ex sursum
 redditione & secundum formam & effectum
 ultime voluntatis S. W. Gen Ad unum
 Messuagium libe Tenementum & duas
 Croftas terre continen per estimationem
 quinque acras (vocat Hortes) cum pertinentiis
 prout p Rotulum ejusdem Curie patet.
 Que quidem D. C. ante hanc Curiam
 obiit sine exitu de corpore ejus legitima
 procreat' Necetiam p'dictus T. C. Miles &
 p'dict' B. C. Gen diu ante hanc Curiam
 obierunt Modo ad hanc Curiam post
 secundam Proclamationem fact' venit p'dic-
 ta M. S. Hroz P. S. Gen & humiliter
 petit se admitti ad premissa p'dicta cum
 pertinentiis secundum formam & effectum
 Testamenti p'dicti Cui quidem Anne
 Dominus Manerit p'res p' Seneschallum
 suum p'dictum concessit inde Seisinam p'
 virgam habend & tenend premissa p'dicta
 cum pertinentiis p'fatis M. S. Hereditibus &
 Magnatibus suis imperpetuum secundum for-
 mam & effectum dict' ultime voluntatis
 p'dicti S. W. per reddit' servitia & con-
 suetudines inde prius debui' & de jure
 consuet' & Admiss. est inde tenens & dat
 Domino de fine prout patet Et p'dict'
 P. vir ejus fecit Domino fidelitatem.

Present-
 ments and
 Amercia-
 tacks.

Defaulters.

Item plerant sup Sacramentum suum
 p'dict' R. S. Ar' M. P. Gen T. B. Gen
 C. W. Gen R. B. Gen H. V. Gen S. W.
 Gen & M. B. Gen sunt Tenentes hujus
 Manerit & debent sextam ad hanc Curiam
 Et ad hunc diem fecerunt default' Ideo
 quilibet eorum in M'ia 6 d.

Item

Item presentant qđ H. S. est commu- ^{Disorderly}
nis Tipulatoꝝ & permittit perturbati- ^{House.}
ones (Anglice Disorders) in Domo sua
contra Statutum Ideo in misericordia
est 10 s.

Item presentant R. P. pro communi Bi- ^{Common}
bone (Anglice a Common Tippler) Ideo ^{Tippler.}
ipse in misericordia 2 s. 4 d.

Item J. S. & J. W. electi sunt ad Of- ^{Constables}
ficiū Constabular' infra Metam de S. ^{sworn.}
pdia' p anno sequend' pdia' J. S. pre-
sens in Curia existens jurat' fuit ad ex-
ercend' Officiū pdictum pro tempore
pdicta.

Item elegerunt J. S. & R. W. esse ^{Wood-}
Custodes Boscoꝝ Domini (Anglice Wood- ^{wards.}
wards) infra Manerium pdictum pro Anno
sequenti.

Item elegerunt W. C. esse Custatoꝝ ^{Ale-con-}
cervicie (Anglice Ale-conner) infra Mane- ^{neria.}
rium pdict' pro tempore pdicta.

Item elegerunt H. P. & A. W. esse ^{Hoggards.}
Custod' Porcoꝝum (Anglice Hoggards) in-
fra Manerium pdi p Anno pdicta.

Cum ad Curiam ibidem tent' p Ma- ^{Admissio}
nerio pdicta decimo sexto die Octobris An- ^{W. W. in-}
Domini Millesimo sexcentesimo quinqu- ^{fantis ex}
gesimo quinto H. P. admissus fuit tenens ^{sursumred-}
Domini sibi & Heredibus corpoꝝis ejus ^{ditione}
legitime ^{H. P. Te-}
^{nen' in Tal-}
^{lio general}

legitime pcreat' ad unum Cotagium Customar' cum ptinenciis abinde spectand' & sursumredditione W. P. xut per rotulam ejusdem Curie patet Modo ad hanc Curiam compertum est p' Homagium quoddam circa ultimam Curiam & ante hanc Curiam scilicet decimo tertio die Junii ult' preterit' predictus H. sursumreddidit in manus Domini Manerii predicti per manus C. R. loco Vallivi & in presentia G. R. & A. B. duorum Customar' Tenend' Manerii predicti totum illud Customar' Messuagium vel Tenementum abuttad' super terras C. R. versus Aulse cum omnibus Edificiis Domibus structuris horreis stabulis atriis pomariis & gardinis & unum parvum Clausum terre Customar' continend' p' estimationem circa dimid' aer' terre sive plus sive minus eidem Messuagio ptinend' cum singulis ptinenciis nunc in tenura W. S. vel Magni suoz' ad opus & usum W. W. tertii filii R. W. de S. pdict' Hered' & Magni suorum imppetuum Cui quidem W. p'senti hic in Curia Domini Manerii pdicti p' Beneschallum suum pdict' concessit inde Seisinam per virgam habend' & tenend' sibi & heredibus suis de Dho p' virgam ad voluntatem Domini secundum Consuetudinem Manerii pdicti p' reddit' servic' & consuetud' inde prius debet' & de jure consuet' Et dat Domino de Fine prout patet, &c. Et admittus est inde Tenens sed fidelitas respectanda' sit quosque, &c.

Et quia predictus W. est infra etatem, ^{Concess.} ^{Custod.} ^{ram corpo-} ^{ris quam} ^{Terrar.} ^{usque per-} ^{ve nit ad} ^{Etatem} ^{14.} (viz.) etatis sex Ann vel eo circiter Cus-
rod tam corporis quam terrarum predicti
W. concessus est predictus C. W. Patri suo
usque pervenerit ad etatem quatuordecim
Annozum invenien ei interim vita vestit
& omnia alia necessaria & reddend ei ra-
tionabile computum cum ad etatem pres-
dictam pervenerit Salva interim Domina
Manerii predicti redditus consuetus & servit
inde debitis Et pro tali licentia predictus
W. dat Domino de fine, &c.

Et postea sedente eadem Curia venit ^{Note; A} ^{Common} ^{Recovery} ^{to dock a} ^{general} ^{Entail} C. B. in propria persona sua & queritur
versus prefatus W. W. presentem hic in
Curia de placito terre (videlicet) de uno
Messuagio uno Gardino & una acra Terre
cum pertinentiis in S. infra Jurisdic-
tionem hujus Curie & fecit protestationem
prosequi querelam suam in Curia ista in
forma & natura brevis Domini Regis de
ingressu super Disseisinam in le post ad
communem legem secundum consuetudi-
nem Manerii predicti Pleg de prosequend
querelam suam predictam, videlicet, 3. W.
& R. R. & petit processum inde fieri se-
cundum consuetudinem Manerii predicti
versus prefatus W. dirigend retornabit,
&c. Et ei conceditur, &c. Sed idem W.
presens in ista eadem Curia gratis com-
peruit ad placitum predictum Et super
hoc predictus C. B. in propria persona
sua petit versus prefatus W. W. Tene-
menta predicta cum pertinentiis in S.
predicta

predia' infra Jurisdictionem huius Curie
ut jus & hereditatem suam secundum con-
suetudinem Manerii predicti Et in que
idem W. non habet ingressum nisi post
disseisinam quam per J. R. inde iniuste
& sine Iudicio prefat' C. infra triginta
annos jam ult' elaps' fact' fuit Et unde
dicit quod ipsemet fuit seistus de Tene-
mentis pdia' cum pertinent' in Dominio
suo ut de feodo & jure secundu' consuetudi-
nem Manerii pdia' tempore pacis tem-
pore Domini Regis nunc capiend' inde ex-
ples' ad valenc', &c. Et in que, &c. Et
inde producit sectam, &c.

Et super hoc pdictus W. per Guardia-
num suum predia' venit & defendit jus
suum quando, &c. Et vocat inde ad War-
rantizand' predictum H. P. qui presens hic
in Curia in propria psona sua gratis pres-
dicta Tenementa cum pertinentiis &
Warrantizat, &c.

Et super hoc pdictus C. W. petit ver-
sus prefat' H. P. Tenentem per War-
rantiam suam Tenementa predicta cum
pertinentiis in forma predicta, &c. Et
unde dicit quod ipsemet fuit seistus de
Tenementis pdia' cum pertind' in Do-
minio suo ut de feodo & jure secun-
dum consuetudinem Manerii predicti tem-
pore pacis tempore Domini Regis nunc
capiend' inde Exples' ad valentiam, &c.
Et in que, &c. Et inde producit sectam,
&c.

Et super hoc pdictus H. P. Tenens per
Warrantiam suam venit & defendit jus
suum quando, &c. Et ulterius inde vocat
ad

ad Warrantizand T. A. qui similiter pre-
sens est hic in Curia in propria persona
sua Et gratis Tenementa p̄dicta cum per-
tinentiis ei Warrantizat, &c.

Et super hac p̄dictus T. B. petit ver-
sus p̄lat' T. A. Tenentem per Warrantiam
suam p̄dictam Tenementa p̄dicta cum per-
tinentiis in forma p̄dicta, &c. Et unde
dicit quod ipsemet fuit sc̄it' de Tene-
mentis p̄dictis cum pertinentiis in Do-
minico suo ut de Feodo & jure tempore
pacis tempore Domini Regis nunc ca-
piend' inde exple' ad valentiam, &c. Et
in que, &c. Et inde p̄ducit Sextam, &c.

Et super hoc p̄dictus T. A. Tenens
per Warrantiam suam p̄dictam in propria
persona sua venit & defendit jus suum
quando, &c. Et dicit quod p̄dictus T. B.
non disseisibit p̄dictum T. B. de Tene-
mentis p̄dictis cum pertinentiis prout
idem T. B. per breve & Narrationem
sua p̄dicta superius supponit Et de hoc
ponit se super patriam, &c. Et p̄-
dict' T. B. petit licentiam inde interlo-
quendi usque ad horam primam post
meridiem istius diei & ei conceditur
Eadem hora dat' est eidem T. A. &c.

Et postea scilicet ad horam primam
post meridiem ejusd' diei idem T. B. venit
hic in Curia in propria persona sua Et
p̄dictus T. A. licet solempniter exad'
non revenit sed in contempt' Curie recessit
& default' fecit Ideo secundum consue-
tudinem Monerit p̄dicti considerat' est
per Curiam hic quod p̄dict' T. B. recu-
peret Seisnam suam vers' p̄dict' W. W.
de

de Tenementis p̄dictis cum pertinentiis
habens & tenens eodem T. B. & Heredi-
bus suis ad voluntatem Domini secun-
dam consuetudinem Manerii p̄dicti qui-
ete de p̄dictis M. W. & heredibus suis
imperpetuum Et quod idem M. W. ha-
beat de Terris & Tenementis p̄dictis H. P.
ad valentiam, &c. infra, &c. Et quod
idem H. P. ulterius habeat de Terris &
Tenementis p̄dictis T. A. ad valentiam;
&c. infra, &c. Et quod idem T. A. sit in
misericordia Et super hoc p̄dicti T. B.
petit p̄ceptum Ministri huius Curie
dirigens de habere fac' ei plenam Seis-
nam de & in Tenementis p̄dictis cum per-
tinentiis Et ei conceditur reſonabile hic
indilate, &c.

Et postea scilicet hoc instante die Mi-
nister Curie p̄dicti ut Vallivus ibidem
scilicet T. B. reſonabit p̄ceptum p̄dictum
sibi inde directa' in omnibus servit' & in
forma juris exerceat videlicet quod ipse
virtute p̄cepti p̄dicti isto eodem die
habere fecit dicto T. B. plenam seisinam
de & in p̄dictis Messuagio & una acra
terre cum pertinentiis &c. ut p̄ſertur re-
cuperat p̄out ei sup̄ius mandata' fuit Et
super hoc modo ad istam eandem Curiam
venit p̄dicti T. B. in propria persona sua
& humiliter petit se admitti ad Tenemen-
ta p̄dicta cum pertinentiis secundum for-
mam & effectum recuperationis p̄dictae Exe-
cutionisq; inde & secundum consuetudinem
Manerii p̄dicti Cui Dominus Manerii
p̄dicti per Seneschallum suum p̄dictum
concessit inde seisinam p̄ Virgam habens &
tenens

tenendū omnia & singula pmissa predicta cum pertinentiis prefat' C. B. Hereditas & Magnatus suis de Domino per virgam ad voluntatem Domini secundum consuetudinem Manerii predicti per redditū servit' & consuetud' inde prius de vir & de jure consuet' Et dat Dñs de Fine, &c. Et admissus est inde Tenens fecitque Dñs Fidelitatem.

Et postea vener' pdictus H. P. & C. M. in propriis personis suis & in plena Curia sursumreddiderunt in Manus Domini Manerii pñ per manus dicti Seneschalli per virgam secundum consuetudinem Manerii pñ tenementa pñ cum pertinentiis ad opus & usum pñdict' C. B. Heres & Affigñ suorum imperpetuum & quiet' Clam pñ C. B. in sua plena & pacifica possessione & seisina pñmissorum existen' & heredibus suis totum jus statum titulum clament & demand' sua quecunq; que unquam habuerunt habent seu quovismodo in futurū habere poterint de & in Tenementis predictis aut de & in aliqua inde parte vel parcella Necnon omnes & omnimodos Errores Misprisiones & Actions qualescunq; Et postea pdictus C. B. venit in propria persona sua & in aperta Curia sursumreddidit in manus Domini Manerii predicti per manus dicti Seneschalli per virgam secundum consuetudinem Manerii predicti Tenementa predicta cum pertinentiis se ut in forma predicta recuperat' Et totum jus statum titulum clamentum & demand' sua quecunq; adinde Ad opus & usum

Admission upon the Recovery.

Of the
Death of a
Freeholder.

Presentat' est etiam per Homagium pre-
dia' quod F. C. qui tenuit libere de Do-
mino hujus Manerii unum Cotagium &
quatuor acras & tres rodas terre cum
pertinentiis in B. infra Manerium p'dic-
tum per fidelitatem secam Cur & reddit'
per Annum quatuor denariorum citra
ultimam Curiam obiit de tali statu suo
inde scit' Et qd quidam G. F. est ejus
filius & p'or' Heres etatis duodecim An-
norum Et ad hanc Curiam venit p'fat'
G. F. & solvit Domino pro relectio tres
denarios & fecit fidelitatem.

Of an Alie-
nation of a
Freeholder
per Inden-
ture.

Item Juratores p'dicti dicunt super
Sacramentum suum p'dictum quod B. C.
qui tenuit libere de Dño hujus Manerii
unum Mesuagium, &c. cum pertinentiis
in C. infra Manerium p'dictum per scrip-
tum suum Indentat' gerend' dat' secundo
die Martii Anno Regni dicti Domini
Regis nunc Anglie, &c. undecimo concessit
omnia & singula p'missa p'dicta cum perti-
nentiis cuidam G. D. Heredibus & Al-
signatis suis imperpetuum tenend' de Ca-
pitalibus Dño vel Dñis feodi illius per
consuetudines reddit' & servicia inde
p'ius debet' & de jure consuet' Que qui-
dem p'remissa p'dicta G. D. tenet de Dño
hujus Manerii per fidelitatem secam Curie
& reddit' per Annum duorum solidorum Et
ad hanc Curiam fecit Domino fidelita-
tem, &c.

Comper-

ad opus & usum P. M. de R. Heres & Assigni suorum imperpetuum Qui quidem P. presens hic in Curia humiliter petit se admitti ad premissa predia cum pertinentiis secundum formam & effectum sursumrestitutionis predice Cui Dominus Manerii p'dia' per Seneschal suum predia' concecit inde Seisinam per virgam habendum & tenendum sibi & heredibus suis de Dño per virgam ad voluntatem Dñi secundum consuetud' Manerii predicti p reddit' servit' & consuetud' inde prius debet' & de jure consuet' Et dat Dño de fine, &c. Et admissus est inde Tenens fecitq; Dño fidelitatem.

Ad hanc Curiam venit G. C. unus Customar' Tenentium Manerii p'dicti in propria persona sua Et in aperta Curia sursumreddidit in manus Domini Manerii p'dicti per manus dicti Seneschalli per virgam Totum il' jus titulum & Reversionem sua de & in uno Customario Mesuagio seu Tenemento & decem acris terre (vocat' L. C.) Cum omnibus horreis stabulis Edificiis gardinis pomariis & pectis quibuscunq; adinde spectant & pertinent nunc in tenura J. C. vid' Matris predicti G. quando acideret post mortem dictæ J. ad opus & usum P. M. de S. in Comitatu Midd', Weaver, Heredum & Assigni suorum imperpetuum Proviso semper & sub hac Conditione sequen in his Anglicanis verbis, videlicet, That if the said G. his Heirs, Executors, Administrators, or Assigns, or some of them, do and shall well

Surrender
of a Reversion,
&c.

and truly pay, or cause to be paid, unto the said H. P. his Executors, Administrators, or Assigns, the full Sum of One hundred and fifty Pounds Fourteen Shillings and Three Pence, of lawful Money of *England*, in Manner following; viz. Seven Pounds Thirteen Shillings and Six Pence, thereof Parcel, on the 13th Day of *April*, which shall be in the Year of our Lord One thousand six hundred sixty-five; and the like Sum of Seven Pounds Thirteen Shillings and Six Pence, Parcel thereof, on the Fourteenth Day of *April*, which shall be in the Year of our Lord One thousand six hundred sixty-six; and the Sum of One hundred thirty-five Pounds Seven Shillings and Three Pence, thereof Residue, on the 15th Day of *April*, which shall be in the Year of our Lord One thousand six hundred sixty-seven, at or in the now Dwelling-house of the said H. P. situate in S. aforesaid, without Fraud or Delay; That then the said Surrender to be void, and of none Effect, or else to be in full Force and Virtue.

A Conditional Surrender of Lands in Possession to be void on Payment of Money,

Ad hanc Curiam venit R. N. unus Customar Tenentium Manerii p̄dici in propria persona sua & surrendidit in manus Dñi Manerii p̄dici per manus dñi Beneschalli per virgam Totum illud Messuagium sive Tenementum Customarium vocat' B. alias C. & quinque acras terre Customar sive plus sive minus eidem Messuagio pertinet cum omnibus pertinentiis nunc in tenura p̄dici R. Ad opus & usum A. C. de B. Butcher, Heredum & Assignu suorum imperpetuum
Provis

Proviso tamen & sub hac conditione sequen in hiis Anglicanis verbis, videlicet, That if the said R. A. his Heirs, Executors, Administrators, or Assigns, or any of them, do well and truly pay, or cause to be paid unto the said A. T. his Executors, Administrators, or Assigns, the Sum of One hundred twenty-three Pounds Eleven Shillings and Four Pence, of lawful Money of England, on the, &c. which shall be in the Year of our Lord One thousand, &c. at or in the now Dwelling-house of the said A. in M. aforesaid, That then the said Surrender to be void, and of none Effect, otherwise to be in full Force and Virtue.

Ad hanc Curiam compertum est per Homagium quod J. W. Arm. unus Customar Tenens hujus Manerii virtute Licentie Domini Manerii predicti eidem J. proinde concess. gerend. dat. undec die Novemb. ult. preterit. vendidit & dimisit cuidam H. W. Baronetto in vita sua talem partem seu parcellam duorum Customariorum Clausorum voc. &c. nunc in tenura cujusdam J. B. jacend. ia S. & cent. de hoc Manerio prior. adjacent. cuidam Clauso dicti H. vocas. M. qual. nunc utitur & assignatur pro communi via pedestri ducent. a predicto Clauso vocat. M. in p. & trans duo Clausa vocat. &c. ad & versus S. & B. & sic retrosum habend. dictas parcellas predictorum duorum Clausorum dicto H. Executoribus Administratoibus & Assignatis suis ad terminum mille annorum nunc prior. sequen. utend.

A Lease of
a foot-
path by the
Lord's La-
cence

utendi pro communi via pedestri per eundem
 H. Heredes Executorz Administratoz Assis-
 natos & Tenentes suos & omnes alios
 ligeos & subditos Domini Regis & suc-
 cessorum suorum occasionem habentes per
 viam illam transire prout per quandam
 Indenturam inter eosdem H. & H. pro
 inde facta gerenda dat decimo quinto die
 Decemb' ult' preterit' plenius liquet &
 apparet.

Secunda
 Proclama-
 tio.

Ad hanc Curiam secunda Proclamatio
 facta fuit pro W. S. ad veniendum in Curia
 & esse admittendum ad unum Cottagium &
 sexdecim acras terre adinde pertinentem
 de Manerio predicto ut heredes T. C. Militis
 nuper defuncti Et non venit.

Maner' de B--- ff. Curia Baronis A. B. Militis Domini Manerii predicti ibidem tent' die Martis decimo tertio Die Novemb' Anno Regni Domini, &c. coram R. P. Gen' Seneschallo ibid'.

C. D. Esson' de Comm' Esson' per M. N. G. H.
Esson' de Secta Cur' per C. D. &c.

Homagium	{	G. D.	G. B.	} Jur'.
		B. G.	B. N.	
		D. B.	J. J.	
		G. B.	W. G.	
		R. F.	W. G.	
		J. D.		

Juratores predicti super Sacramentum suum presentant quod R. A. C. D. &c. sunt Liberi Tenentes hujus Manerii & debent legem Curie Et ad hunc diem fecerunt defaultam Ideo quilibet eorum in misericordia prout patet super eorum capitibus.

Presentment of Defaulters.
Freeholders.

Item Juratores predicti super Sacramentum suum presentant quod R. P. B. D. &c. sunt Tenentes per Copiam Rotulorum Curie & debent legem Curie Et ad hunc diem fecerunt defaultam Ideo quilibet eorum in misericordia prout patet super eorum capitibus.

Customary Tenants.

Curia venit p̄dians C. B. in propria persona sua & petit se admitti ad p̄d' Messuagium sive Tenement' & cetera p̄missa p̄dicta cū p̄tin' Cui Dominus per Seneschall' suū p̄dict' concessit inde per virga' Seruū habend' & tenend' eid' C. B. & Assignatis suis pro termino vite sue naturalis Remanere inde p̄out sup̄ius limitatur ac tenend' de Domino per reddit' per Annū quinquaginta solid' & alia seruitia inde p̄ius debet' & de iure consuet' Et dat Dñs de fine p̄o ingressu suo habend' sex libras scilicet fidelitat' & admissus est inde tenens.

Of a conditional Surrender to be void on Payment of Money.

Compertum est etiam per Homagium quod H. R. qui tenuit ut sup̄a unum Messuagium sive Tenementum decem & octo acras terre jacent in communibus Campis de A. infra Manerium p̄dict' & viginti acras p̄ati jacent in quodam p̄ato in A. p̄dict' vocat' H. alias scilicet primo die Maii Anno Domini Millesimo sexcentesimo quinquagesimo nono extra Curiam sursumreddidit in manus Domini per manus H. J. & R. W. duorum customar' Tenentium Manerii illius p̄dict' Messuagium sive Tenementum & cetera p̄missa p̄dicta cum pertinentiis ad opus & usum C. D. Hered' & Assign' suorum imppetuum Sub hac tamen Conditione quod si p̄dictus H. R. Hered' vel Assignati sui soluerent vel solvi causarent p̄fat' C. D. Executoribus Administratozibus vel Assignatis suis cent' libras legalis monete Anglie ad vel super secundum

bum diem Martii qui foret in Anno Do-
mini Millesimo sexcentesimo sexagesimo
tunc sursumreddat' p'dia' foret vacua &
nullius effectus aliter stare in plena po-
testate & virtute Et modo ad hanc Cur' ve-
nit p'dia' C. D. in propria persona sua
Et petit se admitti ad p'dia' Messuagi-
um & cetera premissa p'dia' cum pertinen-
tiis Cui Dñs per Seneschal suum p'dia'
concessit inde per virgam seisinam habens
& tenend' eidem C. D. Heredibus & Al-
lignatis suis imppetuum tenend' de Dñs
per virgam ad voluntatem Dñi se-
cundum consuetudinem Manerii p'dia' ac
per reddit' per Annum decem solidorum
& alia servitia inde prius debet' & de
jure consuet' Et dat Domino de fine p
ingressu suo inde habend' centum solidos
fecit fidelitatem Et admissus est inde Te-
nens.

Compertum est etiam p Homagium
ibidem quod quidem C. F. Miles defunct' Present-
tenuit de Domino hujus Manerii die ment of an
quo obiit sibi & Heredibus suis ad vo- Abatement,
luntatem Domini secundum consuetudi- See on a
nem Manerii p'dia' unum Messuagium Tenant's
sive Tenementum viginti acras terre vi- Death, to
ginti acras prati quadragint' acras pa- the Dishe-
sure triginta acras bosci quadraginta rison of the
acras jampnozum & bruce quinquaginta Lord.
acras Moze & centum acras Marisci cum
p'tinentiis in A. p'dia' infra Manerium
p'dia' Et quod p'dia' O. obiit de tali
statu suo inde seisit' per sex Annos jam
ult' claps' & amplius Et quod quidam
H. A.

Present-
ment of an
Abatement,
See on a
Tenant's
Death, to
the Dishe-
rison of the
Lord.

H. R. in iure M. uxoris sue quondam
 uxoris L. B. Adm alii predia' G. B.
 in predia' Messuagium sive Tenementum
 & cetera premissa predia' cum per-
 tinentiis abatabat intravit & intravit
 super possessionem Domini Manerii pre-
 dia' in exheredicationem dicti Domini
 Manerii pdia' & Successorum suorum &
 contra consuetudinem Manerii sui pre-
 dia' a tempore cuius contrarii Memoria
 hominum non existit in eodem Manerio
 usitat' & approbat' Et exitus & profectus
 inde a tempore pdia' mortis G. B. ad
 suum proprium usum hucusque habuit &
 percepit non capien' pdia' Messuagium
 sive Tenementum & cetera premissa pre-
 dia' cum pertinentiis extra manus Dñi
 Manerii pdia' Nec facien' inde Dño Fi-
 nem pro eisdem secundum consuetudinem
 Manerii sui predia'.

A Precept
 to seise the
 Lands into
 the Lord's
 Hands.

Who on
 Petition of
 the Abator
 re-grants to
 him.

Ideo preceptum est Ballivo Manerii
 pdia' seisure in manus Domi pñ Mes-
 suag sive Tenement' & cetera premissa
 pdia' cum pertinentiis quousque, &c.
 Et Dominus modo habens inde seisa-
 nam ad humilem petitionem predia' H.
 R. ex gratia sua spec' ad hanc Curiam
 concessit extra manus suas pdia' Mes-
 suagium sive Tenement' & cetera pre-
 missa predia' cum pertin' prefat' H. R.
 & M. uxori eius ad Terminu' vite ip-
 sus M. Et liberata est eis seisa' per
 vireg habend' & tenend' pdia' Messuagi-
 um sive Tenementum & cetera premis-
 sa predia' cum pertinentiis prefat' H.
 R.

A. & A. ad terminum vite ipsius A. ad voluntatem Dñi secundum consuetudinē Manerii p̄dicta' Et post decessū ipsius A. remanere inde quibusdā D. C. & H. Urozi ejus consanguine & p̄xime Heredē p̄dicta' O. videlicet filie p̄dicta' J. B. filii p̄dicti O. & Heredē de corpore p̄dicti D. C. legitime p̄creat' Et p̄ defectu talis exitus remanere inde p̄fatar' H. Urozi p̄dicta' D. C. & Heredē de corpore p̄dicta' H. legitime p̄creat' Et p̄ defectu talis exitus remanere inde p̄fatar' H. A. & Heredē de corpore p̄dicta' H. A. legitime p̄creat' Et p̄ defectu talis exitus remanere inde p̄fatar' A. Urozi p̄dicta' H. A. & Heredē de corpore ejusdē A. legitime p̄creat' Et p̄ defectu talis exitus remanere inde cuidā H. S. & Heredibus suis imppetuum Tenendū de Domino per virgam ad voluntatem Domini secundū consuetudinē Manerii p̄dicta' per reddit' & servi' inde prius debiti & de jure consuet' Et tam p̄dicta' H. A. & A. Uroz ejus dant Domino de fine p̄ tali ingressu suo inde habendū de & in p̄missis octoginta solidos fecerunt Domina fidelitate & admitti sunt inde Tenentes modo & forma p̄dictis, &c.

Ad hanc Curiam testatum est per T. Seneschallum quod primo die Maii Anno Regni dicti Dñi Regis nunc duo decimo A. R. Gen̄ jacens in extremis sursumreddidit in manus Dñi per manus dicti Seneschalli extra Curia in p̄s-

Information
on by the
Steward of
a Surren-
der made in
Extremis,
&c.

sentia S. D. S. R. & D. J. secundum consuetudinem Manerii predicti unum antiquum Cotagium sive Tenementum in quo J. C. modo inhabitat triginta acras terre viginti & sex acras prati & quadraginta acras pasture cum pertinentiis in A. infra Manerium predictum vocat A. ad opus & usum J. uxoris ejusdem A. R. pro termino vite sue Et post decessum ejusdem J. remanere inde C. R. & D. R. filiis nati minoribus predicti A. R. & Heredibus suis Proviso tamen semper & sub hac Conditione quod si contingat aliquem predictorum C. & D. obire sine Herede de corpore suo erunt quod tunc ipse qui super-vixerit habebit & gaudet predictum Cotagium sive Tenementum & cetera tenementa predicta cum pertinentiis sibi & Heredibus suis imperpetuum Et super hoc venit hic in Curia predicta J. in propria persona sua & petit se admitti ad Cotagium sive Tenementum & cetera premissa predicta cum pertinentiis Cui Dominus per Seneschallum suum concessit inde per virgam septima Habendum sibi in forma predicta ad voluntatem Domini secundum consuetudinem Manerii predicti Et dat Dominus de fine pro ingressu suo inde habendum quadraginta solidos fecit fidelitatem & admissus est inde tenens.

The like of
a Surrender
of a Re-
version to
Uses, with
divers Re-
mainders,
and the
Tenant's
Release of
the.

Ad hanc Curiam testat' est etiam per predictum C. P. Seneschallum ibidem quod prima die Martii Anno Regni dicti Domini Regis nunc decimo quarto C. J. venit coram prelat' Seneschallo in propria

p̄ta persona sua & succumreddidit in
 manus Dñi p manus dicti Seneschalli ex-
 tra Cur' in presentia L. D. C. R. & J. C.
 secundu' consuetudin' Manerii p̄dicti
 reversionem unius Messuagii sive tene-
 menti sexdecim acraru' terre duodecim
 acrarum prati & tresdecim acrarum
 pasture cum pertinentiis vocat' D. ac
 reversionem duorum Cotagiorum octodecim a-
 crarum prati & quatuordecim acrarum
 pasture cum pertinentiis in H. infra
 Parochiam de A. ad opus & usu' D.
 C. & R. Uxoris ejus & Heredu' de cor-
 pore p̄dicti D. C. legitime procre-
 at' cum post mortem cujusdam A. mo-
 do Uxoris H. J. acciderint Et pro de-
 fectu talis exitus de corpore p̄dicti D.
 C. legitime procreat' remanere inde p̄-
 fat' H. J. & Hered' de corpore ejus-
 dem A. legitime procreat' Et pro defectu
 talis exitus remanere inde H. J. &
 Heredibus suis impetpetuu' Qui quidem
 D. C. & R. Uxor ejus Dominus per
 Seneschallu' suu' p̄dictum ad hanc
 Curiam concessit inde per virga' censuram
 habend' & tenend' p̄dicta Messuagia
 Cotagia & cetera premissa p̄dicta cum
 pertinentiis in Reversione secundu' con-
 suetudin' Manerii p̄dicti cum post mor-
 tem p̄dicta A. Uxoris p̄dicta H. C. ac-
 ciderint p̄fat' D. & R. Uxor ejus &
 Hered' de corpore p̄dicti D. legitime pro-
 creat' Et p defectu talis exitus remanere
 inde H. J. & Hered' suis impetpetuu' ad
 voluntat' Dñi secundu' consuetudin' Ma-
 nerii p̄dicti p redditu' & servitia inde p̄stus
 debitu'

debit & de Jure consuet Et predia' D.
 & R. Uxor ejus dant Dño de fine pro tal
 statu suo inde habend centid solidos &
 admitti sunt inde tenentes modo & forma
 pdictis Et predictus Dominus cognoscit
 se satisfact' fore de pdict' fine inde ha
 bend pro Messuagio Cotagus & ceteris
 premiis pdictis cum pertinentiis de pre
 dictis D. & R. Uxore ejus cum predia'
 Messuagium Cotagia & cetera premissa
 predicta cum pertinentiis post mortem
 pdict' A. Uxoris pdict' J. ad manus suas
 debenerint Et postea ad hanc Curia ve
 nit pdictus C. J. in propria persona Et
 hic in plena Curia sursumreddidit in ma
 nus Dñi tota jus titulū clamed & inter
 esse sua in omnibus pdictis Messuagio
 Cotagiis & ceteris premiis cum pertinen
 tiis ad usus predictos Et ulterius remitte
 relaxabit & omnino pro se & Heredibus
 suis quiete clamabit prefatis J. D. & A.
 Uxori ejus tota jus titulū clamed inter
 esse & demand sua que ipse pdictus C. J.
 unqua habuit in pdictis Messuagio Cot
 agiis & ceteris pmissis pdictis cum per
 tinentiis Habend & tenend omnia &
 Argula predicta Messuagiū Cotagia &
 cetera premissa predicta cum pertinentiis
 prefat' J. D. & A. Uxori ejus pro ter
 mino vite predictae A. & post decessū ejus
 A. remanere inde D. C. & R. Uxori ejus
 & Heredibus de corpore pdict' C. legitima
 me procreat' Et pro defectu talis eritus
 remanere inde prefat' R. Uxori pdict' D.
 & Hered' de corpore ejusdem R. legitime
 procreat'

pereat imperpetuū ad voluntatem Domini
secundū consuetudinē Manerii predicti
Ec.

Compertū est etiam p Homagiū ibidem
qd B. C. qui tenuit sibi & Hered suis
de Dño hujus Manerii secundū consue-
tudinē Manerii predicti unū Messuagiū
libe Tenementū duo Cotagia tria Costa
unū Columbare unū Gardinū duo poma-
ria quinquaginta acras terre viginti a-
cras prati octoginta & septē acras pasture
centum acras Bosci ducentas acras jamp-
noz & Brucere & sexaginta acras Mariset
cum pertinentiis in B. ante hanc Curia
obit inde scitus Et qd C. D. est uni-
cus frater & Heres pr' pdicti B. C. &
plene etatis qui plens hic in Curia petit
se admitti Tenent' ad omnia terras &
Tenementa Customaria de quibus ipse
pdictus B. C. obit scitus videlicet ad
pdicta Messuagiū Cotagia terras Tene-
menta & cetera premissa cum pinentiis
in B. pdicta infra Maneriū pdictū Cui
quidem C. D. Dominus per Seneschal-
lum suū pdictū concessit inde per virgam
seigniam habendū & tenendū sibi & Heredi-
bus suis Tenendū de Dño per virgā ad
voluntatem Dñi secundū consuetudinē
Manerii predicti p reddit' & servic' inde
prius debit' & de jure consuet' Et dat'
Dño de fine pro ingressu suo inde habendū
decem libras Et fecit Dño fidelitatem Et
admissus est inde Tenens.

Present-
ment of a
cust mary
Tenant's
Death, and
Admission
of his Heir.

debit & de Jure consue Et predia' D.
 & H. Uxor ejus dant Dño de fine pro tali
 statu suo inde habendū centū solidos &
 admissi sunt inde tenentes modo & forma
 pdictis Et predictus Dominus cognoscit
 se satisfact' fore de pdict' fine inde has
 bendū pro Messuagio Cotagiis & ceteris
 premisis pdictis cum pertinentiis de pre
 dictis D. & H. Uxore ejus cum pdict'
 Messuagium Cotagia & cetera premissa
 predicta cum pertinentiis post mortem
 pdicti A. Uxoris pdicti J. ad manus suas
 debuerunt Et postea ad hanc Curia ve
 nit pdictus C. J. in propria persona Et
 hic in plena Curia sursumreddidit in ma
 nus Dñi tota jus titulū clamed & inter
 esse sua in omnibus pdictis Messuagio
 Cotagiis & ceteris premisis cum pertinen
 tiis ad usus predictos Et ulterius remissū
 relaxabit & omnino pro se & Heredibus
 suis quiete clamabit prefatis J. H. & A.
 Uxori ejus tota jus titulū clamed inter
 esse & demandū sua que ipse pdictus C. J.
 unqua habuit in pdictis Messuagio Cota
 giis & ceteris pmissis pdictis cum per
 tinentiis Habendū & tenendū omnia &
 Argula predicta Messuagiū Cotagia &
 cetera premissa predicta cum pertinentiis
 prefat' J. H. & A. Uxori ejus pro ter
 mino vite predictae A. & post decessū ejusd.
 A. remanere inde D. C. & H. Uxori ejus
 & Heredibus de corpore pdicti C. legitima
 me procreat' Et pro defectu talis eritū
 remanere inde prefat' H. Uxori pdicti D.
 & Hered' de corpore ejusdem H. legitime
 procreat'

pinus per Seneschal suum p̄dica' concessit inde per virgam Seruinam habend' & tenend' eidem A. D. & Aliignatis suis p̄o termino vite sue naturalis & post decessum ipsius A. D. tunc ad opus & usum rectorum Hered' p̄fatis W. B. imperpetuum ac tenend' de Domino per reddit' p̄ annum viginti solidorum & alia seruitia inde prius debui' & de jure consue' Et p̄dica' A. D. dat Domino de Fine p̄o ingressu suo ad p̄dica' virgat' terre cum pertinentiis habend' sexaginta solidos Et fecit fidelitatem & admissus est inde tenens.

Compertum est per Homagiū ibid' quod A. R. vidua que tenuit ut supra ad terminū vite sue sex Clausa prati & pasture vocat', &c. modo in tenura sive occupatione cuiusdam W. L. jacent & existē in E. infra Parochiam de A. p̄or' adjungend' quibusdam pasturis vocat' P. ibidem cuiusdam D. C. ex occidentali parte eorundem & quoddā prati ibid' vocat' A. M. ex orientali parte eorundem & unū Clausū pasture vocat' S. continend' per estimationē septem acras plus sive minus jacent & existē in E. p̄dica' infra p̄dica' Parochiā de A. p̄ope adjungend' cuidam pasture ibidem vocat' P. cuiusdā E. M. ex parte orientali ejusd' & duas pasturas continend' per estimationē octo decim acr' jacent & existē in E. p̄dica' p̄ope adjungend' cuidā pasture ibid' cuiusdā J. M. Sed ex parte Boreali & quibusdā terris & pasturis modo in tenura

The like
for another's Life,
and Admif-
tion there
upon.

nura

nura eijusdem M. vidue ex parte Austre-
li earundem citra ultimam Curiam & extra
Curiam sursumreddidit in manus Domini
per manus J. F. & G. h. duorum Custo-
mar' Tenen' Manerii predicta' secundum con-
suetudinem Manerii illius predicta' separat
Clausula prati & pasture cum pertinentiis
ad opus & usum J. L. Gen' pro termino
vite ipsius J. L. Tenend' de Domino p
virga ad voluntatem Domini secundum con-
suetudinem Manerii illius Et dictum est
per Homagium predicta' quod predicta' A. L.
citra ultimam Curiam obiit Et modo ad
hanc Curiam venit prefat' J. L. & petit se
admitti ad predicta separalia Clausula prati
& pasture cum pertinentiis Cui Dominus
per Seneschallum suum concessit inde per
virga seisinam habend' & tenend' eidem
J. L. & Assignatis suis pro termino vi-
te ipsius J. L. ac tenend' de Domino p
reddit' per Annum quadraginta solidi &
alia servitia inde prius debita & de jure
consuet' Et predictus J. L. dat Domino
de fine pro ingressu suo inde habend' cent'
solidos Et fecit fidelitatem Et admissus est
inde tenens.

Of a Sur-
render in
Considera-
tion of
Marriage
to certain
Uses.

Comperit est per Homagium ibidem quod
J. B. qui tenuit ut supra unum Messua-
gium sive Tenement' vocat' H. quingua-
ginta acras terre quinquaginta acras
prati triginta & sex acras pasture & Cent'
& viginti acras marisci cum pertinentiis
in A. infra Manerium predicta' citra ultimam
Curiam & extra Curiam sursumreddidit in
manus Domini per manus H. A. & J.
D

V. duos Customarios Tenent' Manerii
 predia secund' consuetudin' Manerii pre-
 dia' Messuag sive Tenement' & cetera p-
 missa predia cu' pertinentiis ad opus &
 usum predia' J. B. & Hered' & Assign' suo-
 rum usque ad solemnizationem cujusdam
 intensi Maritagii (pmessione Divina) ci-
 to habitur' & solemnizatur' inter quendam
 C. B. filium & Hered' apparentem predi'
 J. B. ex una parte & quendam A. D. de
 A. predia' Spinster ex altera parte & ab &
 immediate post solemnizationem ejusd'
 Maritagii tunc ad opus & usum predia'
 J. B. p' & durante termino vite sue na-
 turalis & ab & immediate post decessum
 ejus tunc ad opus & usum S. Uxoris
 ejus p' & durante termino vite sue natu-
 ralis Et ab & immediate post decessum
 (Anglice the Deceases) ipsor' predia' J.
 B. & S. Uxoris ejus & C. B. & de-
 cessum eor' superviventis tunc ad opus &
 usum predia' A. Uxoris intensi predia'
 C. B. p' & durante termino vite sue na-
 turalis Et ab & immediate post decessum
 ipsor' predia' J. B. & S. Uxoris ejus
 C. B. & A. Uxoris sue intensi & decessum
 eor' superviventis tunc ad opus & usum
 Hered' de corpore predia' C. B. super cor-
 pus predia' A. legitime procreat' vel
 fore procreand' & p' defeau talis Critus
 tunc ad opus & usum Hered' & Assign' p-
 dia' C. B. imperpetuum Tenendi de Do-
 mino per vicgam ad voluntatem Domini
 secund' consuetudin' Manerii predia' Qui
 quidem J. B. & S. Uxor ejus extra ul-
 timam Curiam obierunt Et modo ad hanc
 Curiam

Et terras A. B. modo Dñi hujus Manerii ex parte boreali Et abuttan super Cemeterium Ecclesie Parochialis de B. ex parte orientali inde sex alias seliones inde (continen per estimationem una acra Et dimidium unius acre) jacentes super eod stadio vocat' C. f. inter terras S. C. bidue ex parte boreali Et terras H. C. Gen ex parte australi Et abuttan super pzedia' Cemeterium Ecclesie Parochialis de B. pzedia' ex parte orientali dimidium unius acre inde existens caput vocat' H. ejusdem stadii vocat' G. f. unum aliud dimidium unius acre inde jacent super eodem stadio vocat' H. f. inter terras G. M. Gen ex parte orientali inde Et terras dicti modo Dñi ejusdem Manerii ex parte occidentali Et abuttan super dictas terras ibid vocat' S. H. ex parte australi inde duas rodas inde jacent super stadio ibid vocat' D. f. inter terras J. W. Arm ex parte meridional Et terras A. G. Gen ex parte septentrionali Et abuttan super magnum boscum vocat' G. M. ex parte occidentali inde duas alias rodas inde jacent super dicto stadio vocat' D. H. inter terras J. C. ex parte septentrionali Et terras D. A. Gen ex parte meridionali Et abuttan super dicta' boscum vocat' G. M. ex parte occidentali inde Ad opus Et usum J. J. Hered Et Assign suoy imppetum Cui quidem J. R. Dominus per Seneschal suum concessit inde seisinam per virgam habend sibi Et Heredibus suis tenend de Dño p virga ad voluntatem Dñi secundum consuetudinem

consuetudinem Manerii predicti per redditus & servitia inde prius debita & de iure consuevit. Et dat Dominus de fine pro ingressu suo inde habendo viginti sex solidos & octo denarios fecit fidelitatem & admissus est inde tenens.

Ad Curiam Baronis J. P. Militis Domini Manerii predicti ibidem tunc die Martis secundo die Novembris Anno Domini Millesimo sexcentesimo sexagesimo tertio Annoque Regni Domini Caroli Secundi Dei gratia Anglie Scotie Francie & Hibernie Regis fidei Defensoris, &c. undecimo coram J. M. Armigero Seneschallo ibidem Protulatur sic.

A special Court Baron.

Ad hanc Curiam venit C. A. cum Customar' Tenens hujus Manerii in propria persona sua & sursumreddidit in manus Domini per manus Seneschalli sui predicti secundum consuetudinem Manerii predicti unum Messuagium sive tenementum & triginta acres prati & pasture cum pertinentiis in B. predicta infra Manerium predictum. Ad opus & usum J. C. Heredis & Assignorum suorum in perpetuum Cui Dominus per Seneschallum suum concessit inde per virgam lestinam habendo sibi & Heredibus suis Tenendi de Domino secundum consuetudinem Manerii predicti per redditus & servitia inde prius debita & de iure consuevit. Et dat Dominus de fine pro ingressu suo inde habendo quinquaginta solidos fecit fidelitatem & admissus est inde tenens.

Admission on a Surrender there.

Maner'

Maner' de S. } ff. Curia Baronis G. S. Militis Domi-
ni Manerii prædicti ibidem tent.
coram J. S. Gen. Seneschallo ibi-
dem die lune, &c.

Homagium	{	G. G. Gen.	P. G.	} Jur'
		S. B. Gen.	J. T.	
		W. C.	W. R.	
		J. S.	N. M.	
		R. W.	T. D.	
		G. R.	R. A.	

Escon. Null. Null.

Present-
ment of
Defaulters.

M. P. Gen E. M. T. B. Gen A. B.
Gen S. W. Gen W. H. R. B.
Gen J. W. Gen T. C. Gen J. M. J. M.
alias M. Gen H. W. Gen D. C. Gen
J. S. R. S. Gen J. C. J. B. J. P.
Gen W. H. Gen J. S. W. H. F. C.
Gen H. R. J. P. Gen H. D. Gen H. P.
S. R. J. R. Gen A. C. W. P. W. P.
T. R. J. Quilibet eorum quia non com-
peruer' ad hanc Cur' amerciat' prout
patet super eod' separalibus capitibus.

A Surren-
der in Fee,
and Admis-
sion there-
on, and a
Surrender
to Uses, &c

Ad hanc Cur' Homag' present' quod
J. S. de G. in Com E. Wheelwright
unus Customario Tenen' hujus Maneris
citra ult' Cur' & ante hanc Cur' seise ter-
tio die Octobris An' Dñi, &c. sursum co-
didit

didit in manus Dñi p manus & accepta-
 tionem W. D. loco Ballii Dñi in pñentia C. D.
 & J. C. duod Customarioꝝ Tenen hujus
 Manerii id testantium secundum consue-
 tudinē Manerii totum illud customarium
 Messuagium libe Tenementum cum ex-
 tradomibus Edificiis atriis hortis gar-
 dinis & una acra terre customar plus libe
 minus eidem ptinēd cum suis & quibuscun-
 bet earū ptinēd put sunt situat jacent & ex-
 istēd sup M. Common pꝛope W. M. hic
 modū in tenura libe occupatione vidue
 W. libe M. suorum Ad opus & usum
 J. D. Hered & M. suod imppetuum
 Et sup hoc ven hic in Cur pñia J. D.
 Et humillime petit de Dño admitti Te-
 nen ad Tenementa pñia cum ptinēd secun-
 dum formā & effectum sursumredditionis
 pñia Cui dominus p Seneschallum con-
 cessit inde scissnam p virgā habend & te-
 nend sibi & Heredibus & M. suis
 imppetuum p virgā ad voluntatem Dñi
 secundum consuetudē Manerii pñia per
 reddit & servitia inde pñius debet & de
 jure consuet Et dat Dño de fine, &c. ad-
 missus est inde Tenens Et fec fidelitat,
 &c. Et super hoc pñia J. D. existens
 admissus Tenens ut pñetur immediate
 post admissionē suā pñia in ea parte fac
 hic in Cur sursumreddidit in manus
 Dñi Manerii pñia per manus Senes-
 challi pñia totum illud Customar Mes-
 suagium pñia & pñia unam acra
 terre & omnia & singula cetera pñia
 pñia cum ptinēd ad opus & usum ipsius
 J. D. p termino vite sue & post eius de-
 cessum

cessum tunc ad opus & usum M. D. Uxor
 ejus & post decessum ipsos J. D. &
 M. Uxor ejus tunc ad opus & usum
 M. f. Hered & Assign suos imppetuum
 Ea Intencione qd Dñs Manerit recon-
 cederet Tenementa pdicta cum pertinentiis
 secundum formam & effectum sursumreddi-
 tionis ule pdi Su quo Dñs Manerit pre-
 dicti p Senescallum concessit eidem J. D.
 seisinam Tenent pdictorum cum pñd p vir-
 gam habend & tenend eidem J. D. &
 Assign suis p termino vite sue remanere
 inde post ejus decessum habend prefat
 M. Uxor ejus & Assign suis p termino
 vite sue remanere inde post ejus decessum
 Hered prefat M. f. Hered & Assign suis
 imppetuum p virgam ad voluntatem Dñi
 secundum consuetudinem Manerit pdicti
 p reddit & servic inde prius debic & de
 jure consuet Et separatim dant Dño de
 Fine p eod statu admittend in toto at-
 tingend ad quindecim libras unde duode-
 cim libe solue fuer' Dño Manerit in Cur'
 Ac sexaginta solidis Redd inde solvend sunt
 Dño Manerit super ultimum diem in-
 stantis Mensis Augusti Et separatim ad-
 missi sunt inde ten Et predia J. D.
 fec fidelitas, &c. sed fidelitas pdicta M. D.
 & M. f. respectatur quousq, &c.

Fine 15 l.

Rent 60 s.

Present-
 ment of the
 Tenant's
 Death and
 Admission
 of his Heir,
 who sur-
 renders in
 Fee.

Ad hanc Cur' homag present' quod A. R.
 nuper unus Customar' Tenent hujus Ma-
 nerit qui tenuit de Domino Manerit
 unum Cotagium & unum hortum eidem
 spectand citra ultimam Cur' & ante hanc
 Cur' obiit inde seisit' quodq, C. B. est
 ejus

ejus filius natus marinus & proximus
 Heres Qui presens hic in Cur' humil-
 lime petit de Dño admitti Tenend' ad Te-
 nementa predicta cum pertinentiis Cui
 Dominus per Seneschallum concessit inde
 seisinam per virgam Habend' & tenend'
 eidem T. Heredibus & Assignatis suis ad
 voluntatem Dñi secund' consuetud' Ma-
 nerii predicti per reddit' & servic' inde
 prius debet' & de jure consuet' Et dat Do-
 mino de fine, &c. admitt' est inde Te-
 nens Et fec' fidelitat', &c. Postea seden'
 Cur' venit hic in Cur' predicta' T. & sur-
 sum reddidit in manus Domini per ma-
 nus & acceptationem Seneschalli predicti
 Cotagium & hortum predicta' cum perti-
 nentiis ad opus & usum ipsius T. pro
 termino vite sue Et post ejus decessum ad
 opus & usum H. B. Hered' & Assign' suorum
 imperpetuum Ea intentione quod Dñus
 Manerii reconcederet Tenementa predicta'
 cum pertinentiis eidem T. B. ac predicto
 H. B. secundum formam & effectum sursum-
 redditiois illi' predicta' Super quo Domi-
 nus Manerii predicta' concessit plac' T. B.
 seisinam Tenementorum predictorum cum
 pertinentiis per virgam habend' eidem
 T. & Assign' suis pro termino vite sue
 remanere inde post ejus decessum prefat'
 H. B. Hered' & Assign' suis imperpetuum
 ad voluntatem Domini secundum con-
 suetudinem Manerii predicti per reddit'
 & servic' inde prius debet' & de jure con-
 suet' Et separatim Dant Domino de Fine 1031.
 fine pro eorum statu admitti in toto at-
 tingend' ad centum solid' Et separatim
 admittit

Rent 2 d. admittunt sunt inde Tenent Et fecerunt fidelitatem, &c.

A Surrender of customary Tenements in Fee.

Ad hanc Cur' present' est quod H. R. und Customar' Tenent hujus Manerii citra ult' Cur' & ante hanc Cur' die Sabbati Anno Domini Millesimo Trecentesimo sexagesimo octavo sursum reddidit in manus Domini Manerii predicti per manus & acceptationem W. D. Vallii Domini in present' T. D. & J. C. duorum Customar' Tenent Manerii predicti id testand' secundum consuetudin' Manerii predicti totum illud customar' Messuagium sive Tenementum quocunque nomine sive nominibus idem appellat' sive cogn' sit una cum omnibus & singulis domibus Edificiis structur' atriis hortis gardinis & quinq; acris terre Customar' plus sive minus eidem spectand' sive pertinand' simul cum aliis pertinenti' prout eadem sunt situat' jacent' & existend' in R. predicta' ac in tenura sive occupatione M. S. sive Assign' suorum Ad opus & usum P. M. sive Assign' suorum imperpetuum Super quo present' hic in Cur' predicta' J. humillime petit de Domino admitti Tenent' ad Messuagium predicta' cum pertinent' Cui Dominus per Seneschall' concessit inde seigniam per virgam habend' & tenend' eidem H. Heredibus & Assignatis suis imperpetuum ad voluntatem Whi secund' consuetudin' Manerii predicti per reddit' & servic' inde prius debet' & de jure consuet' Et dat' Dñs de fine novem Libras Admissus est inde Tenent' Et fecerunt fidelitatem, &c.

Ad

Ad hanc Cur' Domag present' qd A. C. <sup>Present-
ment of a
Surrender
to Uses on
Condition</sup>
de P. in Com E. Butcher, unus Customar'
Tenen' hujus Manerii citra ultima Cur'
& ante hanc Cur' scilicet septimo die Fe-
buar'ii Anno Domini Millesimo sexcentis-
imo sexagesimo septimo sursum reddidit
in manus Dñi Manerii predicti per
manus & acceptationem E. B. loco Bal-
li Domini in presentia G. R. & R. W.
duoꝝ Customar' Tenen' Manerii predicti
secundum consuetudin' Manerii totid il-
lad Customar' Messuagium sive Tene-
ment' (vocat' Clerlock) cum omnibus ex-
tradonibus struatur' horreis stabulis
atriis gardinis & quinque acris ter-
re Customar' plus sive minus eidem
spectan' unacū suis & quibuscumqꝫ eoꝝ
pertinentiis prout ead sunt situat' jacen'
& existen' in S. predia' & modo in tenura
sive occupatione R. sive Assign' suoꝝ Ad
opus & usū W. B. de alia Ongar' in
eodem Com & Assign' suoꝝ imperpetuū
Proviso tamen sub Conditione si predia'
A. C. Heredes Executors Administrato-
res sive Assigni sui bene & veraciter sol-
vant seu solvi faciant eid W. B. Exe-
cutoribus Administratoꝝibus sive Assign'
suis plena summa septuaginta & quatuor
librarū & quatuor solidos legalis monete
Anglie modo & forma sequen' videlicet
quadraginta & duos solidos inde super
septimū diem Augusti tunc prox' sequen'
& septuaginta & duas libras & duos so-
lidos residuū inde Et remanere inde sup
octavū diem Febꝝ qui soꝝet in Anno vices-
imo

Anno primo Regni Domini nostri Caroli
secundi Dei gratia Anglie Scotie Fran-
cie & Hibernie Regis fidei Defensoris,
Ec. Annoq; Domini Millesimo sexcente-
simo sexagesimo octavo ad vel infra Dom-
mansionalem ipsius G. vocat' C. P. &
tuat' & existen' in Parochia de alta G.
pred' absq; fraude sive dolo quod tunc sur-
sumredditis predia' foret vacua & nullius
effectus Aliter remaneret & staret in plu-
ris potestate & effectu, &c.

Presentatio
quod R. A.
non solvit
100 l. J. A.
secundum
sursumred-
ditionem,
ideo prima
Proclama-
tio facta.

Ad hanc Curiam compertum est per
Thomas quod ad Cur' tenet' pro Dominio
hujus Manerii decimo septimo die Apris
lis Anno Regni Domini Regis nunc de-
cimo octavo R. A. unus Customar' Te-
nen' hujus Manerii sursumreddidit in
manus Domini unum Customar' Tene-
mentum, vocat' Brewers, ac tres Custo-
mar' accas terre ac unum al' Customar'
Coragiū eū pertinentiis ad usum J. M.
& C. A. de B. magna & Here d' suodims
perpetuu' sub Conditione ad solvendū cen-
tum & sex Libras eisdem J. A. & C. A.
Executoribus Administratoribus vel As-
sign' suis super decimum octavum diem
Aprilis Anno Domini Millesimo sexcen-
tesimo sexagesimo septimo tum sursumred-
ditio predia' foret vacua Modo com-
pertum est ad hanc Curiam quod predia'
centum & sex libe non fuer' solui' se-
cundum formā & effectum Conditionis
predia' Et quod predia' C. A. mor-
tuis est Predia'que J. A. ipsum su-
perbixit Super quo prima Proclamatio
facta

facta fuit ad hanc Curiam quod predictus
J. A. veniret in Cur' hic admitti Tenen-
tem ad Tenementa predicta cum pertin-
ent aliter Dominus eadem Tenementa
cum pertin' seisset in manus suas pro-
prias sed predictus J. licet solempniter
tractus non venit sed default' fecit, &c.

Ad hanc Curiam compertum est per Ho-
magium quod S. B. unus Customar' Te-
nen' hujus Manerii citra ult' Cur' & ante
hanc Cur' scilicet vicesimo secundo die Ja-
nuarii Anno Regni Domini Regis nunc
decimo nono sursum reddidit in manus
Domini per manus & acceptationem W. B.
Armigeri nuper Beneschalli Manerii pre-
dicti unum Messuag' sive Tenementum
cum dimidi acere terre Customar' & Herio-
tabile vocat' Godfreys & unum Croftum
terre vocat' Swaines continen' quinque a-
cras & tresdecim acras terre vocat' Tinges
Customar' & Heriotabile & unum Hop-
per continen' unum Rodam terre parcelle
Tenementi vocat' Scarlets Necetiam una
parcellam terre contin' per estimationem
tres acras & dimidi Customar' & Heriota-
bile parcelle Tenementi vocat' Sabernes ad
opus & usum A. P. Gen' Hered' & Magni
duorum imperpetuum Proviso semper qd
& predict' S. B. Heredes Executores Ad-
ministratores sive Magnati sui solvent vel
solvi facient eidem A. Executoribus Ad-
ministratores sive Magni suis trescen-
tas & novem libras ad Domum mansio-
nalem C. B. Scriptoris Aetat' in C. in
Com' Midd' super vicesimo tertium diem

Present-
ment, That
the Money
was not
paid accor-
ding to the
Condition,
and Procla-
mation
made.

& terras A. B. modo Dñi hujus Ma-
 nerii ex parte boreali & abuttan̄ super
 Cemetorium Ecclesie Parochialis de B.
 ex parte orientali inde sex alias sel-
 ones inde (continen̄) per estimationē una
 acra & dimidiū unius acre) jacentes sup
 eod̄ stadio vocat' C. f. inter terras S. C.
 vidue ex parte boreali & terras H. C.
 Gen̄ ex parte australi & abuttan̄ super
 p̄edia' Cemetrium Ecclesie Parochialis
 de B. p̄edia' ex parte orientali dimidiū
 unius acre inde existens caput vocat' H.
 ejusdem stadii vocat' G. f. unum aliud
 dimidium unius acre inde jaceñ super eo-
 dem stadio vocat' H. f. inter terras
 G. M. Gen̄ ex parte orientali inde &
 terras dicti modo Dñi ejusdem Manerii
 ex parte occidentali & abuttan̄ super
 dictas terras ibid̄ vocat' S. H. ex parte
 australi inde duas rodas inde jaceñ sup
 stadio ibid̄ vocat' D. f. inter terras
 J. W. Arm̄ ex parte meridional' & ter-
 ras A. G. Gen̄ ex parte septentrionali
 & abuttan̄ super magnum boscum vocat'
 G. W. ex parte occidentali inde duas
 alias rodas inde jaceñ sup dicto stadio
 vocat' D. H. inter terras J. C. ex parte
 septentrionali & terras D. A. Gen̄ ex
 parte meridionali & abuttan̄ sup dict'
 boscum vocat' G. W. ex parte occiden-
 tali inde Ad opus & usū J. J. Hered̄
 & Assign̄ suoy imppetuū Cui quidem
 J. R. Dominus per Seneschal̄ suū con-
 cessit inde seisinā per virgam Habend̄
 sibi & Heredibus suis tenend̄ de Dño p
 p̄rigā ad voluntatem Dñi secundum con-
 suetudinem

suetudinem Manerii p̄d̄ per reddit' & servitia inde p̄ius debet' & de jure consuet' Et dat Dñs de Fine p̄o ingressu suo inde habend' viginti sex solidos & octo denarios fecit fidelitatem & admissus est inde tenens.

Ad Curia Baronis J. P. Militis Dñi ^{A special Court Baron.} Manerii p̄d̄ ibid' tenet' die Martis secundo die Novemb̄is Anno Dñi Millesimo sexcentesimo sexagesimo tertio Annoq; Regni Dñi Caroli Secundi Dei gratia Anglie Scotie Francie & Hibernie Regis fidei Defensoris, &c. undecimo coram J. W. Armigero Seneschallo ibid' Irrotulatur sic.

Ad hanc Cur' venit C. A. un' Customar' ^{Admission on a Surrender there.} Tenens hujus Manerii in p̄pria p̄sona sua & sursumreddidit in manus Dñi p̄ manus Seneschalli sui p̄d̄ secundum consuetudinem Manerii p̄d̄ unum Messuagium sive tenementum & triginta acres prati & pasture cum p̄tinentiis in B. p̄dicta' infra Manerium p̄dicta' Ad opus & usum J. C. Hered' & Aliq̄d̄ suoy imp̄petuum Cui Dominus p̄ Seneschallum suū concessit inde p̄ virga' leisinam habend' sibi & Heredibus suis Tenend' de Dño secundum consuetudinem Manerii p̄d̄ p̄ reddit' & servitia inde p̄ius debet' & de jure consuet' Et dat Dño de Fine p̄ ingressu suo inde habend' quinquaginta solidos fecit fidelitatem & admissus est inde tenens.

Maner'

Maner' de S. } ff. Curia Baronis G. S. Militis Domi-
ni Manerii prædicti ibidem tent.
coram J. S. Gen. Seneschallo ibi-
dem die lune, &c.

Homagium	{	G. G. Gen.	{	P. G.	} Jur'
		S. B. Gen.		J. T.	
		W. C.		W. R.	
		J. S.		N. M.	
		R. W.		T. D.	
		G. R.		R. A.	

Escon. Null. Null.

Present-
ment of
Defaulters.

M p. Gen C. M. T. B. Gen A. B.
Gen S. W. Gen W. H. A. B.
Gen J. W. Gen C. C. Gen J. W. J. M.
alias M. Gen H. W. Gen D. C. Gen
J. S. A. S. Gen J. C. J. B. J. P.
Gen W. H. Gen J. S. W. H. F. C.
Gen H. A. J. p. Gen H. D. Gen H. P.
A. H. J. A. Gen A. C. W. P. W. P.
E. A. J. Quilibet eorum quia non com-
peruer' ad hanc Cur' amerciat' prout
patet super eod' separalibus capitibus.

A Surren-
der in Fee,
and Admis-
sion there-
on, and a
Surrender
to Uses, &c

Ad hanc Cur' Homag' present' quod
J. S. de G. in Com C. Wheelwrighe
unus Customario Tenen' hujus Manerii
citra ult' Cur' & ante hanc Cur' seit' ter-
tio die Octobris An' Dñi, &c. iuramentum
didit

didit in manus Dñi p manus & accepta-
 tionē W. D. loco Ballii Dñi in pſentia C. D.
 & J. C. duorū Customarioꝝ Teneū hujus
 Manerii idē testantium ſecundum conſue-
 tudinē Manerii totum illud customarium
 Meſſuagium ſive Tenementum cum ex-
 tradomibus Ediſciis acris hortis gar-
 dinis & una acra terre customar' plus ſive
 minus eidem pñcō cum ſuis & quibuſli-
 bet earū pñcō put ſunt ſitua' jaceō & ex-
 iſteō ſup W. Common prope W. Miſ
 modo in tenura ſive occupatione vidue
 W. ſive Magni ſuorū ad opus & uſum
 J. D. Hered' & Magni ſuorū imppetuum
 Et ſup hoc ven' hic in Cur' pñcō J. D.
 Et humillime petit de Dño admitti Te-
 neū ad Tenementa pñcō cum pñcō ſecun-
 dum formā & effectum ſurſumredditionis
 pñcō Cui dominus p Senſchallum con-
 ceſſit inde ſciſnam p virgā habend' & te-
 nend' ſibi & Heredibus & Magnatis ſuis
 imppetuum p virgā ad voluntatem Dñi
 ſecundum conſuetud' Manerii pñcō per
 reddit' & ſervitia inde prius debic' & de
 jure conſue' Et dat Dño de ſine, &c. ad-
 miſſus eſt inde Tenens Et fec' fidelitat',
 &c. Et ſuper hoc pñcō J. D. exiſtens
 admiſſus Tenens ut pſertur immediate
 poſt admiſſionē ſuā pñcō in ea parte fact'
 hic in Cur' ſurſumreddidit in manus
 Dñi Manerii pñcō per manus Senſ-
 challi pñcō totum illud Customar' Meſ-
 ſuagium pñcō & pñcō unam acra
 terre & omnia & ſingula cetera pñcō
 pñcō cum pñcō ad opus & uſum ipſius
 J. D. p termino vite ſue & poſt ejus de-
 ceſſum

cessum tunc ad opus & usum M. D. Ux-
oris ejus & post decessum ipsod J. D. &
M. Uxoris ejus tunc ad opus & usum
M. f. Hered & Assign suod imppetuum
Ea Intentione qd Dñs Manerii recon-
cederet Tenementa pdicta cum pertinentiis
secundum formam & effectum sursumceddi-
tionis ult pñ Su quo Dñs Manerii pre-
dicti p Senescallum concessit eidem J. D.
seisinam Tenetod pdictor cum pñ p vir-
gam habend & tenend eidem J. D. &
Assign suis p termino vite sue remanere
inde post ejus decessum habend prefat
M. Uxori ejus & Assign suis p termino
vite sue remanere inde post ejus decessum
Hered prefat M. f. Hered & Assign suis
imppetuum p virga ad voluntatem Dñi
secundum consuetudinem Manerii pdicti
p reddit & servic inde prius debi & de
jure consuet Et separatim dant Dño de
Fine p eod statu admittend in toto at-
tingend ad quindecim libras unde duode-
cim libe solue fuer' Dño Manerii in Cur'
Ac sexaginta solidi redd inde solvend sunt
Dño Manerii super ultimum diem in-
stantis Mensis Augusti Et separatim ad-
missa sunt inde ten Et predia J. D.
fec fidelitae, &c. sed fidelitas pdicta M. D.
& M. f. respecuatur quousq, &c.

Fine 15 l.

Rent 60 s.

Present-
ment of the
Tenant's
Death and
Admission
of his Heir,
who sur-
renders in
Fee.

Ad hanc Cur' Homag present' quod A. B.
nuper unus Customar' Tenend hujus Ma-
nerii qui tenuit de Domino Manerii
unum Cotagium & unum hortum eidem
spectand citra ultimam Cur' & ante hanc
Cur' obiit inde seisit' quodq, C. B. est
ejus

ejus filius natus maximus & proximus
 Heres Qui presens hic in Cur' humil-
 lime petit de Dño admitti Tenen' ad Te-
 nementa predicta cum pertinentiis Cui
 Dominus per Seneschallum concessit inde
 seisinam per virgam habend' & tenend'
 eidem T. Heredibus & Assignatis suis ad
 voluntatem Dñi secund' consuetud' Ma-
 nerii predicti per reddit' & servic' inde
 prius debite & de jure consuet' Et dat Do-
 mino de fine, &c. admitt' est inde Te-
 nens Et fecit fidelitatem, &c. Postea seden'
 Cur' venit hic in Cur' predicta' T. & sur-
 sum reddidit i. i. manus Domini per ma-
 nus & acceptationem Seneschalli predicti
 Cotagium & hortum predicta' cum perti-
 nentiis ad opus & usum ipsius T. pro
 termino vite sue Et post ejus decessum ad
 opus & usum A. B. Hered' & Assign' suorum
 imperpetuum Ea intentione quod Dñus
 Manerii reconcederet Tenementa predicta'
 cum pertinentiis eidem T. B. ac predicto
 A. B. secundum formam & effectum sacrum-
 redditiois illi' predicta' Super quo Domi-
 nus Manerii predicta' concessit p'fat' T. B.
 seisinam Tenementorum predictorum cum
 pertinentiis per virgam habend' eidem
 T. & Assign' suis pro termino vite sue
 remanere inde post ejus decessum p'fat'
 A. B. Hered' & Assign' suis imperpetuum
 ad voluntatem Domini secundum con-
 suetudinem Manerii predicti per reddit'
 & servic' inde prius debite & de jure con-
 suet' Et separatim Dant Domino de Fine 1028.
 fine pro eorum statu admitti in toto at-
 tingend' ad centum solid' Et separatim
 admittit

Rent 2 d. admittunt sunt inde Tenent Et fecerunt fidelitatem, &c.

A Surrender of customary Tenements in Fee.

Ad hanc Cur' present' est quod H. R. un' Customar' Tenent huius Manerii cur' ill' Cur' & ante hanc Cur' die Salm Anno Domini Millesimo Trecentesimo sexagesimo octavo sursumredd' in manus Domini Manerii predicti per manus & acceptationem W. D. Valli Domini in present' C. D. & J. C. duorum Customar' Tenent Manerii predicti id testand' secundum consuetudin' Manerii predicti totum illud customar' Messuagium sive Tenementum quocunque nomine sive nominibus idem appellat' sive cogn' sit una cum omnibus & singulis domibus Edificiis Struamentis hortis gardinis & quicunque accis terre Customar' plus sive minus eidem spectand' sive pertinand' simul cum aliis pertinenti' prout eadem sunt situat' jacent' & consistend' in P. predicta' ac in tenura sive occupatione M. S. sive Assign' suorum Ad opus & usum P. M. sive Assign' suorum imperpetuum Super quo present' hic in Cur' predicta' J. humillime petit de Domino admitti Tenent' ad Messuagium predicta' cum pertin' Cui Dominus per Sherif' concessit inde seigniam per virg' habend' & tenend' eidem H. Heredibus & Assignatis suis imperpetuum ad voluntatem Dni secund' consuetudin' Manerii predicti per reddit' & servic' inde prius debui' & de jure consuet' Et dat Dno de fine novem Libras Admissus est inde Tenent' Et fecerunt fidelitatem, &c.

Ad hanc Cur' Homag' present' qđ A. C. ^{Present-}
 de N. in Com' E. Butcher, unus Customar' ^{ment of a}
 Tenen' hujus Manerii citra ultima Cur' ^{Surrender}
 & ante hanc Cur' scilicet septimo die Fe- ^{to Uses on}
 b'uar'ii Anno Domini Millesimo sexcente- ^{Condition}
 simo sexagesimo septimo sursum reddidit
 in manus Dñi Manerii predicti per
 manus & acceptationem T. B. loco Bal-
 lii Domini in presentia G. R. & R. W.
 duod' Customar' Tenen' Manerii predicti
 secundum consuetudin' Manerii totid' il-
 lud Customar' Messuagium sive Tene-
 ment' (vocat' Clerlock) cum omnibus ex-
 tradomibus struatur' horreis stabulis
 acris gardinis & quinq' acris ter-
 re Customar' plus sive minus eidem
 spectan' unacū suis & quibuscūbet eod'
 pertinentis prout ead' sunt situat' jacen'
 & existen' in S. predia' & modo in tenura
 sive occupatione R. sive Assign' suod' Ad
 opus & usū W. B. de alia Ougar' in
 eodem Com' & Assign' suod' imperpetuū
 Proviso tamen sub Conditione si predia'
 A. C. Heredes Executores Administrato-
 res sive Assigni sui bene & veraciter sol-
 vant seu solvi faciant eid' T. B. Exe-
 cutoribus Administratoribus sive Assign'
 suis plena summa septuaginta & quatuor
 librarū & quatuor solidos legalis monete
 Anglie modo & forma sequen' videlicet
 quadraginta & duos solidos inde super
 septimū diem Augusti tunc prox' sequen'
 & septuaginta & duas libras & duos so-
 lidos residuū inde Et remanere inde sup
 octavū diem Feb' qui solet in Anno vices-
 simo

anno primo Regni Domini nostri Caroli
secundi Dei gratia Anglie Scotie Fran-
cie & Hibernie Regis fidei Defensoris,
Ec. Annoq; Domini Millesimo sexcente-
simo sexagesimo octavo ad vel infra Dom-
mansionalem ipsius G. vocat' C. P. &
tuat' & existen' in Parochia de alta G.
pred' absq; fraude sive dolo quod tunc sur-
sumredditio predia' foret vacua & nullius
effectus Aliter remaneret & staret in ple-
nis potestate & effectui, Ec.

Presentatio
quod R. A.
non solvit
100 l. J. A.
secundum
sursumred-
dicionem,
ideo prima
Proclama-
tio facta.

Ad hanc Curiam compertum est per
Homaq; quod ad Cur' tent' pro Dominis
hujus Manerii decimo septimo die Apris
lis Anno Regni Domini Regis nunc des-
cimo octavo st. A. unus Customar' Te-
nen' hujus Manerii sursumreddidit in
manus Domini unum Customar' Tene-
mentum, vocat' Brewers, ac tres Custo-
mar' acras terre ac unum al' Customar'
Cotagiū eū pertinentiis ad usum J. M.
& C. M. de B. magna & Here s' suodims
perpetuu' sub Conditione ad solvendū cen-
tum & sex Libras eisdem J. M. & C. J.
Executozibus Administratozibus vel Al-
ligū suis super decimum octavum diem
Aprilis Anno Domini Millesimo sexcen-
tesimo sexagesimo septimo cum sursumred-
ditio predia' foret vacua Modo com-
pertum est ad hanc Curiam quod predia'
centum & sex libe non fuer' solut' se-
cundum formā & effectum Conditionis
predia' Et quod predictus C. M. mor-
tuus est Predictusque J. M. ipsum su-
perbixit Super quo prima Proclamatio
facta

facta fuit ad hanc Curiam quod predictus J. A. veniret in Cur' hic admitti Tenentem ad Tenementa predicta cum pertinentiis aut aliter Dominus eadem Tenementa cum pertinentiis seisset in manus suas proprias sed predictus J. licet solempniter exactus non venit sed default fecit, &c.

Ad hanc Curiam compertum est per Ho-
magium quod S. B. unus Customar Te-
nen' hujus Manerii citra ult' Cur' & ante
hanc Cur' scilicet vicefimo secundo die Ja-
nuarii Anno Regni Domini Regis nunc
decimo nono sursumreddidit in manus
Domini per manus & acceptationem W. B.
Armigeri nuper Seneschalli Manerii pre-
dicti unum Messuag' sive Tenementum
cum dimidi acere terre Customar & Herio-
tabil' vocat' Godfreys & unum Croftum
terre vocat' Swaines continen' quinque a-
cras & tresdecim acras terre vocat' Tinges
Customar & Heriotabil' & unum Hop-
pet continen' unum Rodam terre parcelle
Tenementi vocat' Scarlets Acetiam una
parcellam terre continen' per estimationem
tres acras & dimidi Customar & Heriota-
bil' parcelle Tenementi vocat' Sabernes ad
opus & usum A. P. Gen' Hered' & Magni
suorum imperpetuum Proviso semper qd
si predict' S. B. Heredes Executores Ad-
ministratores sive Assignati sui solvent vel
solvi facient eidem A. Executoribus Ad-
ministratozibus sive Assign' suis crescen-
tas & novem libras ad Domum mansio-
nalem C. H. Scriptoris senat' in C. in
Com' Midd' super vicefimo tertium diem

Present-
ment, That
the Money
was not
paid accor-
ding to the
Condition,
and Procla-
mation
made.

Julii tunc prior' sequend' quod tunc factum redditio predicta foret vacua Aliter remaneret in vi & pleno roboze Quodam denarii predicti non fuer' solut' secundum formam & effectum Conditionis predictae Super quo prima Proclamatio facta fuit ad hanc Cur' quod predicta A. P. veniret in Cur' admitti Tencid ad Tenementa predicta cum pertind Aut aliter Dominus eadem Tenementa cum pertind leisset in manus suas proprias Sed predictus A. licet sollemniter exaa' non veni sed default fecit, &c.

Present-
ment of the
Payment of
Money on
a Condi-
tional Sur-
render

Ad hanc Curiam compertum est per Homagium ibidem super Sacramentum J. S. quod W. C. solvit S. H. & W. Proxi eius quinquaginta Libras & totum interesse superinde debet' secundum effectum Conditionis facta' ad Cur' tencid nono die Martii Anno decimo septimo Caroli secundi Regis nunc Ideo idem W. sit inde quiet', &c.

Mant

Maner' de } ff. Curia Baronis A. B. Armige-
S. cum } ri Domini Manerii predicti ibi-
Membr'. } dem tent' 16 die Octob' Anno
 Regni, &c. Annoque Domini,
 &c coram C. D. Seneschallo
 ibidem.

Esson' B. A. Esson' de Comuni Essonio.

Homagium	{	C. G. Gen'	}	Jur'	{	D. T.	}	Jur'
		R. G.				W. R.		
		G. T.				A. W.		
		R. W.				B. R.		
		O. T.				B. G. &		
		A. R.				K. J.		

Imprimis quilibet Tenens hujus Ma-
 nerii qui fecit defaultem ad hanc Curia-
 am ad hunc diem Amercetatur per Ho-
 magium predictum ad duodecim denarios
 separatim.

Item ad hanc Curiam compertum est
 & presentatum per Homagium predictum
 quod R. J. Gen' Unus Customariorum
 Tenentium hujus Manerii circa ultimam
 Curiam obiit seistus de uno Tenemento
 & tribus accis (vel eo circiter) terre
 Customar' Et quod R. J. est ejus Fili-
 us & Veres (qui circa etatem annorum
 jam existit) Et quia nullus venit ad
 hanc Curiam succumcapere premissa pre-
 dicta & admitti ad eadem ex parte pre-
 dicti

Amercetatur,

Presenta-
 menta,

Death of a
 Tenant,
 and who
 his Heir,

dicti Infantis Ideo prima Proclamatio
facta est.

For digg-
ing on, and
inclosing
the Waste.

Item presentatum est ad hanc Curiam
per Homagium predictum quod C. J. cō-
tra ultimam Curiam effodit & inclusit
parcellam Vasti Domini hujus Manerii
abuttan super Terras Customar' predicti
C. jacen in W. Quodque in casu predic-
tus C. non extraheret (Anglice shall not
lay out) predictam parcellam Vasti Com-
munie ex qua cepit eandem ante primum
diem Decembris proxime futur' Forsta-
riet Domino Manerii predicti quinque
solidis.

Simile.

Item presentant & amercent D. R. pro
consimili Offensa 5 s. in casu ut supra.

Simile.

Item presentant & amercent S. R.
Gen pro Effoditione Vasti Domini Ma-
nerii predicti ad quantitatem sex perti-
cat' (Anglice Rods) vel eo circiter ad de-
cem solidis pro tali Offensa sua in casu ut
supra.

Simile.

Item presentant & amercent D. W.
Teneu' predia' S. R. pro Effoditione Va-
sti Soli Domini hujus Manerii ad quan-
titem trium perticat' (Anglice Rods)
vel eo circiter ad 5 s. pro tali Offensa in
casu ut supra.

Simile.

Item presentant & amercent C. W.
Seniorem pro consimili Offensa ad quan-
tita-

ritatem sex perticat' (Anglice Rods) ad decem solidis in casu ut supra.

Item presentant & amerciant p^{re}dicta' E. W. p^{ro} depastione (Anglice Feeding) Communie ad p^{re}judicium Tenentium Domini hujus Manerii ad decem solidis. Pro depastione communie.

Item presentant & amerciant E. W. Juniozem p^{ro} superoneratione (Anglice Surcharging) Communie cum obibus & aliis Avertis ad viginti solidis. Pro superoneratione communie.

Item presentant & amerciant E. J. p^{ro} Effoditione (Anglice Digging up) Communie circa tres perticat' ad quinq^{ue} solidis p^{ro} tali Offensa. Pro Effoditione Communie.

Item presentant & amerciant S. J. p^{ro} Effoditione (Anglice Digging up) & Inclusionone parcelle Communie in casu p^{re}dicta' S. non extraponet (Anglice shall not lay out) eandem ante primum diem Decemb^{ris} p^{ro} futur' ut supradictum est ad quinq^{ue} solidis. Pro Effoditione & Inclusionone.

Item presentant & amerciant T. J. p^{ro} succisione Jampnozum super Vastum D^{omi}ni hujus Manerii & p^{ro} Depastione herbe ibidem cum Obibus & aliis Avertis ad viginti solidis p^{ro} tali Offensa. Pro succisione Jampnozum & Depastione herbe.

Item presentant & amerciant J. O. p^{ro} Depastione Verbagii crescenti super Vastum Domini hujus Manerii cum Obibus Pro depastione Verbagii.

bus & aliis Averiis ad duodecim solidi & sex denarij pro tali Offensa.

Pro non
Reparatio-
ne.

Item presentant quod Dominus hujus Manerii debet reparare & emendare Januam pendentem apud superiorem finem Locet (vocat' C. Green) modo existentem in decasu.

simile.

Item presentant quandam aliam Januam pendentem apud inferiorem finem Locet predicti (vocat' C. Green) fore in decasu Et debet esse reparat' & emendat' etiam per Dñum Manerii predicti.

Presentatio
pro permis-
sione Janue
deciden'.

Item presentant & amerciant J. C. Gen' pro permissione Janue sue ducem ab Ecclesia de W. usque ad P. H. decidere (Anglice to fall down) pro decasu inde In casu ipse non Eriget (Anglice shall not set up) alteram de novo ante primum diem Decembris prox' futur' ad decem solidi.

Pro Impedimento pas-
sagii, &c.

Item presentant & amerciant S. R. p. Muritione (Anglice Walling) & Inclusione cujusdam fabricationis Fabri Ferrarii (Anglice a Smith's Forge) nuper Erposit' (Anglice set out) super Vastum Domini per quendam H. J. ad Impedimentum (Anglice the Hindrance) Tenentium Dñi Manerii predicti utendi passagium per & trans fabricationem predictam ad 20 s. in casu ipse non faciet liberum passagium per & trans eandem fabricationem

publicationem ante primum diem Decembris prox' futur'.

Item presentant & amerçant R. M. <sup>Pro faciend' No-
cumen-
tum.</sup> viduam pro non Emundatione (Anglice Cleansing) duoy Hulboz trans fossatum prope Wenellam (vocat' F. Lane) ad No-
cumentum Communis alte Regie vie ibidem & populi transeund per eandem Et quod ipsa Emundabit & Escoriabit eadem Hulva ante primum diem Decembris prox' futur' sub pena forisfaciendi Domino hujus Manerii quinque solid.

Modo ad hanc Curiam venit B. S. Gen <sup>Licentia
Domini di-
m' tena'
Terras.</sup> unus Teneid Customar' hujus Manerii Et humillime petit Licentiam Dimit-
tendi Omne illud Customarium suum Tenementum & circa sexdecim acras Terre Customar' (vocat' S.) modo vel nuper in tenura sive occupatione C. M. vidue Rectiam Totum illud suum Mes-
suagium cum dimidio unius Virgat' Terre Customar' (vocat' H.) in Occupa-
tione R. C. Et unam Croftum Terre Cu-
stomar' (vocat' S. Magna) continend circa quinque acras Et circa tresdecim acras Terre Customar' vocat' C. Et unum Doppelum continend circa rodam Parcel-
lam Terrarum Customar' vocat', &c. Rectiam unam parcellam Terre Customar' continend circa tres acras & dimidium unius acre parcell' cujusdam Tenementi vocat' Sa. Cui quidem B. S. Dominus

Manerii predicti per Seneschallum suum, predictum & per H. J. Gen (qui modo est per Dominum Manerii predicta' pro hac vice ad hoc autorizat') in aperta Curia dedit & concessit Libertatem & Licentiam dimittendi predicta Messuagia & Premissa cum eorum & eorum cujuslibet pertinen' eidem B. M. de, &c. Executoribus & Assignatis suis habendum & Tenendum predicta Messuagia & premissa eidem B. M. & Assign' suis a Festo Sancti Michaelis Archangeli ult' preterit' usque finem & terminum quadraginta Annor' extunc pror' sequent' & plenarie complend' & finiend' (si predictus B. S. tam diu dixerit) Ita quod Dominus & Domini hujus Manerii pro tempore existend' possit & possint de tempore in tempus durante terminis supradictis in eadem dimissa premissa sive in aliquam partem sive parcellam inde Intrare Seisire Distringere sive Capere aliqua alia licita remedia pro redditis' Servitiis finibus Amerciamenis aut aliis Debitis vel Servitiis debitis aut fore debitis pro & in respectu premissorum predictorum ita plene ad omnia intentiones & proposita sicut hec presens Licentia non fuisset habit' sive concess' Et predictus B. S. dat Domino pro Fine pro Licentia illa habend' quinque Libras Sterlingorum.

Cum

Cum ad Curiam Cent' pro hoc Manerio (tal' die & anno) ult' preterit' com-
pertum & presentatum fuit p tunc Homagium ibidem quod P. W. nuper unus
Customar' Tenens hujus Manerii obiit
citra tunc ultimam Curiam Et quod in vita
sua videlicet (super ultimam diem D. tunc
ult' preterit') sursumreddidit in manus
Dni Manerii predicti per manus C. B.
Sen & C. B. Iud duorum Customari-
orum Tenentium ejusdem Manerii totum
illud Cotagium Customar' cum omnibus
suis pertinentiis abinde spectan' Ad Cer-
tos Usus & super Conditiones in Testa-
mento & ultima voluntate suis specificat'
Modo ad hanc Curiam venit H. W. Fi-
lius ejusdem P. W. Et profert hic in
Cur' Testamentum & ultimam voluntatem
prefat' P. W. sub sigillo Cur' Perogative
Cantuar' Provinc' dor', &c. per quod
ipse predictus P. W. disposuit de premis-
sis predictis in hec verba Anglicana se-
quen', viz. I give and bequeath all my
Copyhold Cottage and Lands thereunto be-
longing, lying in the Manor of S. W. in the
said County of, &c. to my Son H. W. and
to the Heirs of his Body lawfully begotten.
And for Want of such Issue to the right
Heirs of me, the said P. for ever. Upon
this Condition, That he the said H. or his
Heirs, or any other to whom the same may
come or descend. do pay Forty Shillings a
Year Quarterly, for Twelve Years after my
Decease, unto E. my Wife, for her Livelihood
and Maintenance; and in Default of
the

Presentatio
de obitu
P W qui
sursumred-
didit ad
usus in ult'
voluntat'.
Et H. W.
profert in
Cur' volun-
tatem ill',
Et admit-
titur.

the same, as aforesaid, my said Wife to have and enjoy the same for such Time, until the Arrears thereof shall be satisfied and paid unto her, with the Sum of Two Shillings Six-pence over and above for every Quarter so unpaid by him or them, until the said Quarterly Payment, and the Penalty of Two Shillings and Six pence aforesaid be fully satisfied. *Prout per eandem voluntatem plenius apparet.* Qui quidem H. W. ad hanc Curiam humillime petit se admitti Tenentem ad predicta Cotagium & Premissa cum pertinentiis Cui Dominus Manerit predicti p. Seneschallum suum predictum ad hanc Curiam conceat & liberabit inde seisinam per virgam habendum & Tenendum eadum Cotagium & Premissa cum pertinentiis p. s. H. W. & Heredibus de corpore suo legitime p. ceat. (Remanere inde ut p. dictum est Juxta formam & effectum Testamenti & ultime Voluntatis p. dicti ac Conditionis in eisdem contenti) de Dño p. virgam ad voluntatem Dñi secundum consuetudinem Manerii p. dicti p. redditum & Servitia inde prius debita & de jure consueti Et idem H. W. dat Dñm de fine pro tali Admissione sua p. p. patet, &c. fecitque Dño fidelitatem suam Et admissus est inde Tenens, &c.

Presentatio
de Admis-
sione G. W.
preantea
facta & de
obitu ejus
Et quod
J. W. est
ejus Frater
& Hæres:
Qui admit-
tatur per
Guardia-
num.

Cumque ad Curiam tent' pro Manerio p. dicti (talibus die Mense & Anno) G. W. admissus fuit Tenens ad unum Messuagium libe Tenementum & circa viginti & unam acras Terre Customar' & Heriotabil' existentem parcelle Terrarum & Tenementorum super dicta S. & B. Faciem prope C. & Cumque

Cumque ad ultimā Curia tent' pro Ma-
nerio predicto Comptum fuit & presenta-
tum quod predictus G. W. citra tunc
ultimā Curia obiit inde seist' Et quod
J. W. est ejus frater & proximus Heres
Modo ad hanc Curia venit predict' J. W.
Et humillime petit se admitti Tenen-
tem ad Premissa Cui Dominus p Se-
nescallum suum predict' concessit & libe-
rabit inde seistnam per virga habend
& Tenend' predicta Messuagium sive Te-
nementum & omnia & singula alia premissa
cum suis & eor' pertinentiis quibuscunq'
pfat' J. W. heredibus & Assignatis suis
de Dño per virga ad voluntatem Domi-
ni secund' consuetud' Manerii predicti per
reddit' & servic' inde prius debui' & de
jure consuet' Et predictus J. W. dat
Dño de fine prout patet, &c. Et ad-
missus est inde Tenens Sed fidelitas sua
respeuatur quousque, &c.

Ac postea sedente Curia tam Custodia
corporis ipsius J. W. (qui infra Etatem
viginii & unius Annor' jam existit) quam
Dispositio predict' Messuagii sive Tene-
menti & Premissor' fuerunt (ad requisiti-
on' ipsius J. W.) commiss' & concess'
P. R. quousq', &c. Et idem P. R. admis-
sus fuit Guardianus Et solvit finem
proinde, &c.

Ad hanc Curia comptum fuit & Pre-
sentat' p Homag' predict' Quod B. G.
unus Customar' Tenent' hujus Manerii
citra ultimā Curia & ante hanc Curia
(scilicet talibus die & Mense ult' preterit')
sursum

Presentatio
de sursum-
reditione
condicio-
nali.

sursumreddidit in manus Dñi p manus
 R. J. & C. C. duod Tenen Customar
 Manerii illius totum illud Messuagium
 sive Tenementu suu Cum Atris Doma-
 riis Horreis Stabulis & Omnibus aliis
 Struauris & Edificiis adinde spectan-
 situat' in s. III. predicta Et nuncupat'
 sive cognit' per nomen de Foine. Mease
 & unum Croftu Pasture vocat' D. Croft
 adjungen certis quibusda Terris modo
 in occupatione R. C. vel Assignatoz suoz
 continen p estimatione una acra (sive plus
 sive minus) cum pertinentiis Ad solm pro-
 priu Opus & Usu B. C. de, &c. Heredu &
 Assignu suoz imperpetuu Sub hac ta-
 men conditione quod si predict' B. C.
 Heredes Executores Administratores vel
 Assignati sui solvant vel solvi causabunt
 p dicto B. C. Executoribus vel Assignatis
 suis aut alteri eoz annuatim duran-
 tribus annis separales denar' summas
 postea mentionat' apud domu mansiona-
 lem ipsius B. C. situat' in, &c. predicta
 ad tales dies & in tali modo sequen vi-
 delicet super octavu diem J. qui fuerit
 in Anno Domini, &c. summa triginta &
 sex solidi legalis Monete Anglie Acetia
 super nonum diem J. qui fuerit in
 Anno Domini, &c. similem summa tris-
 ginta & sex solidi consimilis legalis Mo-
 nete Pecunia super decimum diem J. qui
 fuerit in Anno Domini, &c. summa
 triginta & unius librar & serdecim solidi
 da consimilis legalis Monete qd tunc
 p dicta sursumredditis fore vacua aut aliter
 permanere in vigoze.

Maner.

Maner'
de S. W.
cum
Membr'.

Curia Visus Franci Plegii, cum
Curia Baronis A. B. Armigeri
Domini Manerii predicti ibidem
tent' in Septimana Paschæ, vide-
licet die Martis octavo Die Apri-
lis Anno Regni, &c. Annoque
Domini, &c. coram C. D. Gen'
Seneschallo ibidem.

Esson' C. T. Miles, P. P. Armig' & S. R.
Gen. Esson' de Comuni Essonio.

Juratores pro Domino Rege, cum Ho-
magio ibidem.

C. G.	} Jur'	D. T.	} Jur'	S. R.	} Jur'
R. G.		R. W.		F. T.	
C. D.		W. R.		T. J.	
C. T.		G. T.		W. W.	

Juratores & Homagium predicta' Pre- Defaltores
sistent & Ammerciant W. J. Gen' presentat'
B. A. Gen' & omnes alios Tenentes & amer-
Customar' hujus Manerii qui fecerunt des-
falt' ad comparend' ad hanc Curiam ad
hunc diem ad faciend' eor' separalia sec-
tas & servicia ad sex denar' pro quolibet
eorundem separatim Ac omnes alii qui
sunt Decennar' hujus Manerii quilibet
eor' Ammerciantur p se separatim ad duos
denar' pro consimili defalt' sua.

Amppimis

Presenta-
menta de
un' Inmate.

Imprimis Juratores pdicti presentant
H. J. pro Hospitatione (Anglice Keeping)
cujusdam Inquilini (vocat' an Inmate) in
domo sua.

Pro non
Escotatio-
ne fossari.

Item presentant quoddam fossatum cur-
rens a S. C. in le P. usq; ad J. in ve-
nella ducend ad S. R. quod debet Escoti-
ari per Dominum hujus Manerii & mi-
nime Escotiat' est ad grave Pocumentum
communis alte Regie vie ibidem.

Simile.

Item presentant C. W. pro non Escoti-
atione fossati sui ex altera parte (An-
glie Side) ejusdem Regie vie (existend
ejusdem longitudinis cum predicto fossa-
to ultimo mentionat' pertined Dominum
Manerii) ad grave Pocumentu' similiter
predicte alte Regie vie.

Simile.

Item presentant pdictum C. W. pro non
emundatione (Anglice not Clearing) cu-
jusda' aque-Cursus in quoda' Campo
suo (vocat' Armin-Land) ad grave Po-
cumentu' communis vie pedestris ducend
a Villa de S. W. ad Ecclesiam de S. W.
& ad prox' Mercatum ville pdictae Et
in defectu Emendationis pdictae aque-
Cursus ante festum Sancti Johannis
Baptiste prox' futur' amerciant p'd C. W.
ad quinq; solidos.

Pro Obstru-
ctione cur-
sus aque.

Item presentant H. W. pro obstructione
cujusda' aque-Cursus juxta Angulum
Domus ejus ad Pocumentum vie pede-
stris

fris ducen ad C. G. Et in defectu non Emendationis ejusdem ante festum Sancti Johannis Baptiste prior futur' (ut supra dictum est) amercent ipsum ad quinque solidos.

Item presentant W. A. Gen & R. S. p ^{Pro Inclusionem com' Venellæ.} Inclusionem cujusdam communis Venelle ducen a quodam Agro (vocat' M.) usque ad quendam Pontem (vocat' P. Bridge) Ratione cujus Terre-tenentes (Anglice the Landholders) adinde prope adjungen' impedit' sunt (Anglice are debarred) de Communia Pasture sue Et perinde in processu temporis idem Passagium possit denegar' & penitus amitt' Et in defectu non aperte jacen' (Anglice not laying open) Venelle predictæ ante festum Sancti Johannis Baptiste prior futur' (sicut predictum est) amercent utrumque eorum separatim ad quinque solidos.

Item presentant W. J. viduam pro succisione (Anglice Felling) unius Arboris (vocat' a Pollard Ash) crescen' super bastid Domini Manerii predicti Ideo predicta B. amercentur per Homagium predictum ad sex solidos & octo denar'.

Item presentant quod quoddam Hericid est debitum Domino hujus Manerii super obitum R. J. Gen pro quodam Clauso Terre (vocat' C.) pertinen' Tenemento Customar' nuper predicti R. J. defunct' jacen' prope H. P.

Item C. J. & B. W. electi sunt ad ^{Constabular.} hanc Cur' per Juratores predictos in Officium

Officium Constabular' pro Anno sequen
Et ipsi sunt iur' ad exequend' Officium
predia'.

Custodes
Bosci.

Item C. D. & W. J. electi sunt ad
hanc Cur' per Juratores pdia' in Of-
ficium Custodum Bosci Dñi Manerii pre-
dicti pro Anno sequen Et ipsi sunt simi-
liter iur' ad exequend' Officium predia'.

Custodes
Porcorum.

Item P. J. & B. R. electi sunt ad hanc
Curiam per Juratores predictos in Of-
ficium Custodum Porcorum eund per
trans & depascent' infra Campos hujus
Manerii pro Anno sequen Et ipsi sunt
similiter iur' ad exequend' Officium pre-
dia'.

Gustator
Cervise.

Item U. J. electus est ad hanc Curiam
per Juratores predia' in Officium Gusta-
toris Cervise pro Anno sequen Et ipse
est similiter iur' ad exequend' Officium
predia'.

Comunitas
Ficis.

Item Juratores & Homagium predia'
dicunt super Sacramentum suum predia'
Et p'sentant quod ex antiqua consuetu-
dine debetur Dño hujus Manerii pro
Communi Fine 1 s. 6 d. ad hanc Cur'
plat' & solut' per illos.

Modo

Modo de Curia Baronis.

CUM ad Curiam tent' pro Manerio
 p'dicto (talibus die Mense & Anno)
 R. J. Gen' admissus fuit Tenens ad
 unum Messuagiu' sive Tenementu' Custo-
 mar' cum pertinentiis jacen' & existen'
 prope H. D. unacum Pomariis & Arvis
 adinde spectan' Ac etiam ad unam Par-
 cellam Terre Customar' jacen' & existen'
 super posteriorem partem (Anglice the
 Backside) ejusdem Messuagii continen' p
 Estimationem una' acta Pecnon ad una'
 quandam alia parcelle Terre Customar' &
 Heritabile (vocat' B.) continen' per Esti-
 mation' tres accras prout per Rotulos
 Cur' Manerii p'dicta' plenius liquet &
 apparet Cumque ad ultima' Curia' tent'
 p Manerio p'dicto Compectum fuit &
 presentatu' per tunc Homagiū ibidem qd
 p'dictus R. J. mortuus erat Et quod
 obiit seisc' de p'dictis Messuagio &
 Premissis Et quod R. J. fuit ejus filius
 & heres, & circa Etatem trium Annoru'
 Modo ad hanc Curia' venit p'dicta' R. J.
 in propria persona sua Et per S. J.
 Matrem suā petit admitti Tenementem
 ad p'dicta Messuagia & p'missa Cui
 Dominus per Seneschallū suū p'dicta'
 ad hanc Curia' concessit & liberabit inde
 seisc' per virga' habend' & tenend' p'dicta'

dicta Messuagium & Premissa cum pertinentiis eidem W. J. Heredibus & Assignatis suis imperpetuum Tenend de Dño per virgam ad voluntatem Dñi secundum consuetudin' Manerii per reddit' & servic' inde prius debit' & de iure consuet' Et. idem R. admissus est inde Tenens fecitq; finem Dño pro p̄missis sed fidelitas ejus respectuatur, quousq; &c.

Mater Infantis, admittitur Guardian' ejus.

Ac postea sedente Curia tam Custodia corporis ipsius R. J. Infantis quā dispositio p̄dictorū Messuagii libe Tenementi & ceterorū p̄missorū ac reddit' & p̄suariorū inde concess' & commiss' fuerunt eidem S. (Matri p̄fat' R.) quousq; &c. Et p̄dicta S. admissa fuit Guardian' ipsius R. sup̄ inde.

Finis secte respectuatur solut'.

Ad hanc Curiam venit W. S. & solvit Dño p̄ fine p̄ respectuacione secte W. H. Fratris ejus 24 s. p̄ viginti & quatuor annis ult' elaps' Et idem W. S. agreebit solvere Dño 12 d. annuatim p̄ p̄dicta fine pro secta respect' per p̄fat' W. H. Et quod p̄dictus W. H. comperuit in propria persona sua & fecerit secta, & servicium sua Dño hujus Manerii pro Terris & Tenementis que de eo tenuit ad aliquod tempus ante Festum Sancti Michaelis Archangeli prior' futur' (si tunc superstes est & in plena vita extiterit).

Et modo ad hanc Curiam quidam D. J. ^{Sacram'}
 dixit super Sacramentum suum corporale ^{qd. sectator}
 quod in Mense Aprilis ult' pterit' p'dictus ^{est in plena}
 D. J. fuit in plena vita & bona valetu-
 dine (Anglice good Health) apud L. in
 Germania inferiori.

Maner' } ff. Curia Baronis A. B. Armigeri
 de C. } Domini Manerii p'dicti ibi-
 cum } dem tent' (talibus die Mense &
 Membr' } Anno) coram G. W. Armigero
 Seneschallo ibidem.

Esion' Null' Null' Null' Null'.

C. G. } { R. G. } { B. R. }
 G. T. } { R. W. } { C. T. } Jur'
 W. J. } { F. J. } { K. J. } Jur'
 C. T. }

In primis Homagium p'dictum Presens Defaltorea
 tant & Amerciant omnes Tenentes
 Customar' hujus Manerii qui fecerunt
 defalt Comparence ad hanc Curiam ad
 faciend' sex' servicia sua ad vid' per eod'
 quemlibet separatim.

Item p'sentant & amerciant G. J. Mo- ^{Presenta-}
 litorem pro successione & abscariatione u- ^{me ra Of-}
 nius Arbozis & Communia ad r'judicium ^{sentium.}
 Dni Manerii p'dict' & ejus Tene ad quin-
 que solidi.

Item presentant quod A. R. nupte p^{re}sentat & amerciat fuit ad hanc Curiam pro introhatione super bannu Dⁿⁱ Et quia non exposuit eadem hucusq^{ue} Ita amerciant ipsu p^{er} hac tali secunda Offensa ad quinque solidis.

Obit^r Tenen^r Customar.

Item presentant qd A. C. Junio^r unus Customar Tenen^r hujus Manerii citra ultima Curia tenet pro Manerio p^{re}dicto obiit seisc^{us} de quadam minori parcella Terre Customar & Heriotabil^{is} continet^r per estimationem tres Rodas (sive plus minus) jacent^r apud Ribulum in E. S. Et quod D. S. est ejus filia & p^{re}ter Heres.

Simile.

Item presentant etiam qd M. W. unus al^{ius} Customar Tenens Manerii p^{re}dicti & similiter mortuus citra ultima Curia Et quod obiit seisc^{us} de diversis Terris & Tenementis Customariis tenet de hoc Manerio Et quod R. W. (frater ejus natus major) est ejus proximus Heres.

Simile.

Item presentant quod B. S. Gen^{us} unus alius Tenens Customarius Manerii p^{re}dicti citra ultima Curia obiit seisc^{us} de quodam Messuagio (vocat^r P.) & diversis Parcellis Terre Customarii & Heriotabil^{is} Ac etiam de duobus aliis Messuagiis sive Tenementis Customariis Ac de diversis aliis Terris Customariis Et quod B. S. ejus filius natus maximus (qui modo infra Etatem viginti & unius Anno^r existit) ejus Heres est Et dicunt quod

quod ipsi ignorant quod prefatus defunctus habuit aliquod Animal vivens (Anglice quick Cattel) tempore mortis sue.

Item compertum est et presentatum per Homagium predictum quod W. H. Sen unus Customar Tenens hujus Manerii extra ultimam Curiam et ante hanc Curiam (scilicet talibus die Mense et Anno) sursumreddidit extra Curiam in manus Domini Manerii predicti per manus et acceptationem D. C. et R. G. duorum Customar Tenentium ejusdem Manerii in presentia S. J. Generosi stantis in loco Ballivi Domini Manerii predicti totum illud ejus Messuagium sive Tenementum et duas acras Terre Customarie cum pertinentiis tenent de Manerio predicto Et que modo sunt vel aliquando fuerunt vocat' P. Ac totum illud Messuagium sive Tenementum Customarie et decem acras Terre Customarie et Heriotabilis in H. aliquando vocat' H. H. Necnon totum illud aliud Customarie Messuagium sive Tenementum cum decem accis Terre Prati et Pasture Heriotabilis cum pertinentiis jacent' versus quendam Montem (vocat' W. Mill Hill) aliquando J. A. Accia totum illud Messuagium sive Tenementum Customarie et triginta acras Terre Prati et Pasture Heriotabilis cum pertinentiis (vocat' Knights) Omnia que quidem Messuagia sive Tenementa Terre Hereditamenta et Premissa sunt situat' jacent' et existunt infra Manerium predictum et tenentur de eodem Manerio Accia omnia alia

Sursumreddidit per W. H. ad usum Tenentium, &c.

Customaria sua Terras Tenementa & Hereditamenta quecumq; tenta de Manerio p̄dicto ad Opus & Usus Testamenti & ultime voluntatis in scriptis ipsius W. H. & talium Personarū sive talis persone & eorū sive ejus Heredū quibus vel cui idem W. H. per talia Testamentum sive ultimā voluntatē sua devisaret eadem.

Presentatio
de Admissi
one A. W.
& de obitu
su & de
admissione
prox' He-
redis.

Cum ad Curiam tent' pro Manerio p̄dicto suo vicessimū septimū diem Aprilis Anno, &c. A. III. admissus fuit Tenens ad quoddā Cotagium & unam acream Terre (vocal' R.) Cumq; ad hanc Curiam compertum existit & presentatum p̄ Homagium ibidem Qd̄ citra ultimam Curiam p̄dictus A. III. mortuus est Et quod R. III. est ejus Frater & proximus Heres Modo ad hanc Curiam in propria persona sua venit p̄fatus R. III. Et humiliter petiit se admitti Tenentem ad Premissa Cui Dominus per Seneschallum suum p̄dictum concessit & liberavit ei scilicet inde p̄ virgam Habendum & Tenendum p̄dicta Cotagium & unam acream Terre cum p̄tinentiis p̄fatus R. III. Heredibus & Assignatis suis de Domino per virgam ad voluntatem Dñi secundum consuetudinē Manerii p̄dicti per redditū & servicia inde prius debita & de jure consuet' Et idem R. admissus est inde Tenens Et solvit Domino p̄inde finem, &c.

Cum ad Curiam tent' pro Manerio p̄dicto quinto die Aprilis Anno Dñi, &c.
supra

supranominatus R. W. similiter admissus
fuit Tenens ad unum Cotagium & novem
acras Terre (vocat' H.) jacent & existen
apud quendam Locum (vocat' H. B.)
Modo compertum & p'sentum existit per
Homagium ad hanc Curiam quod p'dictus
R. W. citra ultimam Curiam obiit sine Er-
it' de corpore suo Et quod R. W. est ejus
frater & proximus Heres Modò ad
hanc Curiam in propria persona sua ve-
nit p'dicta' R. W. Et petit se admitti
Tenentem, ad Premissa ult' mentionat'
Cui Dñs hujus Manerii p' Seneschal-
lum suum p'dictum ad hanc Curiam
concessit inde seisinam per virgam Ha-
bendum & Tenendum p'dicta' Cotagium
& novem acras Terre cum pertinentiis
ipsi eidem R. W. Heredibus & Assignatis
suis de Dño per virgam ad voluntatem
Dñi secundum consuetudinē Manerii p're-
dicti per reddit' & servicia inde prius de-
bit & de jure consuet' Et idem R. W. ad-
missus fuit inde Tenens Et solvit Dño
de fine proinde prout patet, &c. Ac
postea & ad hanc Curiam p'dictus R. W.
sursurreddidit in manus Dñi Maner-
ii p'dicti per manus Seneschalli p're-
dicti (stantis in loco Ballivi Dñi p're-
dicti) totum illud Cotagium & novem
acras Terre supramentionat' cum perti-
nentiis ad Opus & Usus B. P. de, &c.
Heredum & Assignator' suorum Et modo
ad hanc Curiam in propria persona sua
venit idem B. P. & humillime petit se
admitti Tenend' ad premissa p'dicta sic

Simile de
admissione
p'fat' A.
W. ad alia
Ten'ra &c
de obitu
suo & quod
R. W. est
ejus frater
& Heres,
qui admit-
tatur Et sur-
surreddi-
dit G. P.
qui admis-
sus.

et ut p̄fectur ult' sursumreddat cum pertinentiis Cui Dñus per Seneschallum suum p̄dicta ad hanc Curiam concessit & liberabit Seigniam inde per virgam Habendum & Tenendum p̄dicta Cotagium & omnia & singula alia & cetera Premissa cum suis & eor' cujuslibet pertinentiis p̄fatis G. P. Heredibus & Assignatis suis imperpetuum de Dño hujus Manerii per virgam ad voluntatem Dñi Manerii p̄dicti secundum consuetudinem Manerii illius p̄reddat' & servicia inde prius debet' & de jure consuet' Et idem G. solvit Dño fin' pro Premissis prout patet, &c. Fecitque proinde fidelitatem suam Et admissus est inde Tenens, &c.

Simile de
eodem A.
W. concessit
non al'
tenita,

Cum ad Curiam tent' pro eodem Manerio decima die Aprilis Anno Regni, &c. p̄dictus A. III. admissus fuit Tenens ad unum Cotagium Customarium cum pertinentiis tent' de Manerio p̄dicto Hodie ad hanc Curiam compitum & p̄sentatum existit per Homagium ibid' Quod p̄dicta A. III. obiit citra ultimam Curiam inde seignus Et quod R. III. est ejus frater & primus Heres sup quo ad hanc Curiam venit p̄dictus R. in p̄pria persona sua Et petit se admitti inde Tenente Cui Dñus Manerii p̄dicti p Seneschallum suum p̄dictum ad hanc Curiam concessit & liberabit inde seigniam per virgam Habendum & Tenendum p̄dictum Cotagium cum pertinentiis p̄fatis R. III. Heredibus & Assignatis suis imperpetuum

tuum de Dño p virgā ad voluntatem
Dñi secundum consuetudinē Manerii p-
dicti per reddit' & servicia inde prius
debit' & de jure consuet' Et p̄dicta' R.
colbit Dñō de fine put patet, &c. Et
admissus est inde Tenens, &c.

Cumq; ad Curiam tent' p̄o hoc Ma- Simile de
eodem
conc'nen'
alia.
nerio decimo sexto die Octobris Anno
Regni, &c. p̄dicta' A. W. admitt' fuit Te-
nens ad unum Messuagium sive Tenemen-
tum Customarium & Heriotabile simul
cum Horreis Stabulis Edificiis Doma-
riis & Gardinis adinde spectant' cum per-
tinentiis Et ad duas parcelas prati &
pasture eidem Messuagio pertinen' con-
tinen' per estimationē tres acras (plus
vel minus) Omnia que quidam Premissa
sunt jacent' & existeñt ad vel p̄ope quendam
locum communiter cognit' sive nuncupat'
per nomen de H. H. Modo ad hanc Cu-
riam compertum & p̄sentatum existit p
Homagium ibidem quod p̄fat' A. W.
obiit citra ultimā Curiam de Premis-
sis seiscitus Quodque R. W. est ejus Fra-
ter & primus Heres Super quo venit p̄-
dictus R. existens hic in Curia p̄sens Et
humiliter petit se admitti adinde Tenentē
Cui Dñus hujus Manerii per Seneschal-
lum suum p̄dicta' ad hanc Curiam concessit
& liberabit inde seisinam per virgam Ha-
bendū & Tenendū p̄dictū Messuagiū
sive Tenementū simulcū p̄dictis duabus
Parcelis prati & pasture eidem Messua-
gio pertinen' & omnia & singula cetera
Premissa superius ult' mentionat' cum
suis

suis & eod' cujuslibet pertinentiis eidem R. III. Heredibus & Assignatis suis imperpetuum de Dñs per virgā ad voluntas id Dñi secundū consuetudinē Manerii p'dicti per reddit' & serbicia inde prius debir' & de jure consuet' Et predictus R. solvit Dño finem pro Premissis prout patet, &c. fecitque fidelitatem Et admissus est inde Tenens, &c.

Simile de
admissione
B. W. ac
de sursum-
redemptione
G. T. ac de
admissione
inde.

Cum ad Curiam tent' pro Manerio p'dicto vicesimo octavo die Octobris Anno Domini, &c. B. W. admissus fuit Tenens sibi & Heredibus suis ad unum Messuagium sive Tenementum cum pertinentiis situat' in quodam Vicō communiter vocat' C. B. Modo ad hanc Curiam compertum & presentatum est per Homagium ibidem quod predictus B. W. circa ultimā Curia videlicet vicesimo octavo die Martii Anno Domini, &c. Sursum reddidit in manus Domini per manus P. J. (stantis in loco Ballivi Domini Manerii predicti) ac in presentia C. B. & B. R. duorum Custumariorū Tenentū Manerii predicti Totū illud suū Messuagium sive Tenementū cū pertinentiis Ad opus & usum G. T. Senioris Generosi Heredū & Assignatorū suorū imperpetuū Ac superinde & ad hanc Curia venit predict' G. T. in propria persona sua & petit se admitti Tenentem adinde Cui Dominus per Seneschallū suū predict' ad hanc Curia concecit & liberabit inde seisinam per virgam habendum & Tenendū predictū Messuagium sive Tenementū

mentū eū pertinentiis p̄fatis G. C. Heredibus & Magnatis suis imperpetuum de Domino per virgam ad voluntatem Domini secundū consuetudinem Manerii p̄dicti Per redditū & serdicia inde prius debui & de jure consuet. Et idem G. solbit Domino de fine p̄inde prout patet, &c. fecitq; fidelitatem Et admissus est inde Tenens, &c.

Cum ad Curia tent' p̄o Manerio p̄dicto octavo die Maii Anno Regni, &c. H. C. admissus fuit Tenens sibi & Heredibus suis ad tres Rodas Prati jacenti juxta quendam Ribulum (vocat' le Brook) in quodam loco (vocat' Brookstreet) Et circum inclus' (Anglice inviron'd) cum Ribulo p̄dicto & cum quibusdā terris (vocat' le Vicaridge Ground) modo ad hanc Curiam compertum & p̄sentatū est per Homagium ibidem quod citra ultimā Curia p̄dicta H. obiit inde sciss' Et quod eadem p̄missa sunt Heriotabil' Quodque D. C. est ejus filia & p̄xima Heres ac circa Etatem duod' Anno? Super qua ad hanc Curia venit p̄dicta D. C. per S. R. Attornatū suū Et petit se admitti Tenentem ad p̄missa p̄dicta cum pertinentiis Cui Dñus per Seneschallum suū p̄dicta' concecit & liberabit inde scissnam p virgam habend' & Tenend' p̄dicta' tres Rodas prati cum pertinentiis sibi ipsi p̄fatis D. & Heredibus suis de Domino per virgam ad voluntatem Domini secundū consuetudinem

Simile de
admissione
A. E. de
obitu ejus
ac quod D.
R. infans
est ejus fi-
lia, &c.
Heres que
per Attorn'
petit ad-
mitti Et
Custod'
committit-
ur, &c.

uis & eod̄ enjudibet pertinen
 m. Heredibus & Assignatis
 petuum de Dñs per virgā
 id̄ Dñi secundū consuetudinē
 dicti per reddit' & serbicia iū
 bit' & de jure consuet' Et
 solvit Dñs finem p'o p'
 paret, &c. fecitque fidelit'
 missus est inde Tenens, &c.

Simile de
 admissione
 R. W. ac
 de sursum-
 redditione
 G. T. ac de
 admissione
 inde.

Cum ad Curiam tent'
 dicto vicesima octavo die
 Domini, &c. B. W. adu-
 sibi & Heredibus suis
 giū sbe Tenementum
 ctuat' in quodam M
 cat' C. B. Modo ad
 pertum & presentatu
 um ibidem quod p'
 ultimā Curia vidi
 die Martii Anno T
 reddidit in manu
 P. J. (stantis in
 Manerii predicti)
 & B. R. duorum
 Manerii predicti
 agnū sbe Teneme
 opus & usum
 Heredū & Assign
 tuū Ac superius
 predicta' G. T. p'
 petit se admitti
 Dominus per
 ad hanc Curia
 de seisinam p'
 Tenendū p'

Manerii predicti per reddit' & serbit' inde
de prius debit' & de jure consuet' Et
idem W. solvit Domino pro fine prout
patet, &c. Fecitque fidelitatem suam Et
predicti W. & M. admitti sunt inde Ten-
nentes, &c.

Maner' de } ff. Curia Baronis specialis A. B.
S-cum } Armigeri Domini Manerii pre-
Memb'. } dicti ibidem tent' vicelimo
quarto die Februarii Anno
Regni, &c. Annoq; Dom'.
&c. coram C. D. Amig' Se-
neschallo ibidem.

Homagium ibidem.

G. C. Gen' } Jur' { T. C. }
T. G. } & }
G. R. } T. D. } Jur'

Presentatio
de admissi-
one quo-
rundam pro
vitis ip-
forum &
diutius vi-
ven' Ac de
sursum red-
ditiōe
ad aliam
Cur' Re-
versionis ad
usum de
admissione
Et de
Cestui que
use qui &
sursum red-
didit ad
usum ult'
voluntatis
sue, &c.

CUM ad Curiam tent' pro hoc Mane-
rio tertio die Octobris Anno, &c. T.
H. Clericus & F. H. in Medicinis Doctor
& J. Hroz ejus admitti fuerunt Tenen-
tes ad unum Croftum Terre (continens
per Estimationem novem acras) jacentem
in C. H. Ac ad unum illud Croftum
Terre (continens per estimationem qua-
tuor acras) vocat' P. Periotabil' Pec-
non ad septem acras Terre (per estima-

tionem

tionem) jacens in B. (vocat' R.) Periotabil' (Existens parcell' undecim accatum Terre ibid' vocat' R.) Accetiam ad unum aliud Croftum Terre jacens prope L. S. continens per estimationem quatuor accas (vocat' S.) Periotabil' Habens & Tenens predia' Messuagium & Premissa ad usum predicatorum T. F. & J. ad Terminum vitar' ipsorum T. F. & J. ac vite eorum alterius diutius vivere remanere inde Hereditibus predicti T. Cumque ad aliam Curiam tenent' pro hoc Manerio tricesimo die Septembris Anno Domini, sc. predictus T. sursumreddidit in manus tunc Domini hujus Manerii per manus tunc Seneschalli sui Reversum predia' Messuagium & omnium aliorum Premissorum immediate post decessum ipsorum T. F. & J. Ad Usum S. tunc uxoris ipsius T. & Assignatorum suorum durante vita sua Que quidem S. inde admissa fuit Cumque etiam ad aliam Curiam tenent' pro hoc Manerio octavo die Maii Anno Domini, sc. predictus T. sursumreddidit eadem premissa Ad Usum Testamenti & ultime voluntatis suorum in scriptis Prout in & per separalia Rotula earundem Curiarum superius mentionat' plenius liquet & apparet Modo ad hanc Curiam compertum & presentatum existit per Homagium ibidem quod prefat' T. H. citra ultima' & ante hanc Curiam obiit Quodque super ejus mortem acciderint tres Periota debuit Domino hujus Manerii Compertum est etiam per Homagium predia' quod pred' S. & F. & J. omnes obierunt ante predia' T. Et insuper compertum est

est per idem Homagium quod predictus C. per Testamentum & ultimam voluntatem sua in scriptis (hic in Cur' prolata) sub manu & sigillo predicti C. gerend' dat' tertio decimo die Augusti Anno Domini, &c. dedit & legavit predicta Messuag' & Premissa prout sequitur in hiis Anglicanis verbis sequen' videlicet, Whereas I have heretofore surrendered all my Copyhold Lands, Tenements, and Hereditaments, lying within the Manors of D. H. and S. W. in the County of, &c. to such Uses, Intents, and Purposes, as by my last Will and Testament should be expressed, limited, and declared, as by the several and respective Surrenders thereof, and Copies of the Court-Rolls of the said several Manors, may appear: Now I do, by this my last Will and Testament, express, limit, and declare, That the said several Surrenders of my said Copyhold Lands, shall be to the Use and Behoof of my dear Wife E. H. her Heirs and Assigns, for ever. And my Mind and Will is, That she shall have the said Lands and Premisses to her, her Heirs and Assigns, for ever. Et eadem C. H. existens hic in Curia presens (Et producens hic eadem Testamentum & ultimam voluntatem ejusdem nuper viri sui ut predictum est) petuit se admitti Tenentem ad Messuagium & cetera premissa predicta Cur' Dominus Manerum predicti per Seneschallum suum predictum ad hanc Curiam concessit & liberavit iade seisinam per virgam Habendum & Tenendum predicta Messuagium & cetera omnia & singula Premissa cum pertinentiis prelat' C. H.

Hereditibus & Assignatis suis imperpetuum de Domino per virgam ad voluntatem Domini secundum consuetudinem Manerii predicti per redditum & servicia inde prius debita & de jure consueverunt. Et eadem E. H. solvit Domino de Fine pro admissione sua Premissis inde habens triginta & quinque libras Sterlingorum. Fecitque fidelitatem suam Et admissa est inde Tenens, &c.

Maner' de } ff. Curia Vifus Franci Plegii, cum
S. W. cum } Curia Baronis A. B. Armigeri
Membr'. } Domini Manerii predict' tenet
Die Martis tertiodecimo Die
Aprilis Anno Domini, &c. co-
ram W. G. Armigero Senef-
challo ibidem.

Effon' C. T. Miles, S. R. Gen. & G. J. Gen.

Juratores & Homagium ibidem.

C. G. Gen.	} Jur'	C. T.	} Jur'	A. R.	} Jur'
G. T. Gen.		R. G.		T. J.	
W. J. Gen.		D. T.		C. W.	
C. D.		W. R.		W. W.	
R. W.		G. P.		P. H.	

Imprimis presentant communem finem Presenta-
menta Ju-
ratorum.
solvend' Domino Manerii fore 1 s. 6 d.
quem ipsi hic in Cur' obtulerunt.

Item presentant quod R. J. unus Prima Pro-
clamatio
pro Herede
fore ad
mis. ei.
Customar' Tenen' hujus Manerii citra
ultima Curia obiit seiscus de uno Cu-
stomar' Cotagio & Pomario situat infra
Manerium predict' Et quia nullus ven-
adinde fore admittend' Ideo prima Pro-
clamatio facta fuit, &c.

Sursumred-
ditio con-
diti. nalis
solvendi
40 L.

Ad hanc Cur' Homa? presentant quod
R. M. unus Customar' tenend' hujus Ma-
nerii citra ultimam Curiam & ante hanc Curiam
scilicet tertio decimo die Aprilis Anno Do-
mini millesimo sexcentesimo sexagesimo nono
sursumreddidit in manus Domini Maner-
rii predicti per manus W. D. (loco Bal-
livi Domini in presentia J. D. & J. C.
duorum Customar' tenend' hujus Manerii
id testam' secundum consuetudinem Manerii pre-
dicti totum illud Customar' Messuagium
sive tenentum cum Extradomibus Edificiis
'Structur' Arvis Horreis Gardinis & una
acra terre Customar' plus sive minus cum
omnibus & singulis suis pertinentiis eidem
spectant' prout sunt situat' jacent' & existunt
prope East-Howgate infra Manerium pre-
dictum modo in tenura & occupatione R. J.
sive Regini suorum Ad Opus & Usu J. A.
de D. in Com' Essex' Blacksmith Heredi &
Regini suorum imperpetuum Proviso semper
& sub hac Conditione quod si predictus
R. M. Heredi Executores Administratores
sive Regini sui solvant seu solvi faciant
prefat' J. S. Executoribus Administra-
toribus sive Regini suis plenam summam qua-
draginta librar' & octo solidorum bone & le-
galis monet' Anglie in vel super quor-
tum decimum diem Quasdam proxime sequentem
sursumredemptionem predictam ad Domum maner-
nalem ipsius J. S. actuat' in D. predictam
absque fraude sive ulteriori dissona quod tunc
sursumredemptio predicta foret vacua & nul-
lius effectus aliter remaneret in plenis ro-
bore & effectu.

Ad

Ad hanc Cur' Domag' present' qd J. B. ^{Sursumred-}
 annus Customar' tenen' hujus Manerii ^{ditio super}
 circa ultima Cur' & ante hanc Curiam ^{al' Condi-}
 scilicet tertiodecima die Aprilis Anno ^{tion' sol-}
 Domini millesimo sexcentesimo sexagesi- ^{vendi.}
 mo nono sursumreddidit in manus Do-
 mini Manerii per manus W. D. (loco
 Ballivi Domini ac in p'sentia J. D. &
 R. A. duorum Customar' tenen' hujus Ma-
 nerii id testat' secund' consuetud' Maner-
 rii p'edia' Totu' illud Customar' Mes-
 suaz sive tenen' coit' vocat' sive cogn' p'
 uoen de Webb's cum omnibus domibus
 extradomibus horreis stabulis atris hor-
 tis gardinis & duobus Clausis sive Crof-
 tis terre Customar' continen' per estima-
 tionem quatuor' acc' plus sive minus Herio-
 rabit cum suis & eorum quibuscumq' p'tin'
 etuat' in S. p'dia' & modo in tenura
 T. D. Abbe A'ngiv' suoz Ad opus & usum
 J. C. de P. in Com' Essex' Hered' & A'ngiv'
 suoz imperpetu' Provisio semp' qd si p'd'
 J. C. Hered' Executor' vel Administrator'
 sui solvant seu solvi fac' p'fat' J. C. Ex-
 ecutoribus Administratoribus sive A'ngiv'
 suis plenam summam nonaginta libraru'
 novem solidorum & duorum denar' bone &
 legalis monete Anglie in vel sup' quar-
 tum decimum diem Octobris proxime
 sequen' sursumreditionem p'dia' ad Domu'
 manzonalem p'dia' J. C. etuat' in S.
 p'dia' quod tunc sursumredictio p'dia'
 foret vacua aliter remaneret in plenis ro-
 boze & effectu, &c.

Sursumred-
ditio con-
ditionalis
fo. v. udi
40 l.

Ad hanc Cur' Roma presentant quod
R. A. unus Customar' tenend hujus Ma-
nerii circa ultimam Curiam & ante hanc Curiam
scilicet tertiodreimo die Aprilis Anno Do-
mini millesimo sexcentesimo sexagesimo nono
sursumreddidit in manus Domini Maner-
rii predicti per manus W. D. (loco Bal-
ivi Domini in presentia J. D. & J. C.
duorum Customar' tenend hujus Manerii
id testand secundum consuetudinem Manerii pre-
dicti totum illud Customar' Messuagium
sive tenentum cum Extradomibus Edificiis
Structur' Arvis Horreis Gardinis & una
acra terre Customar' plus sive minus cum
omnibus & singulis suis pertinentiis eidem
spectand prout sunt situat' jacent' & existend
prope East-Howgate infra Manerium pre-
dictum modo in tenura & occupatione R. J.
sive Regini suorum Ad Opus & Usu J. &
de D. in Com' Essex' Blacksmith Heredi &
Regini suorum imperpetuum. Proviso semper
& sub hac Conditione quod si predictus
R. A. Heredi Executores Administratores
sive Regini sui solvant seu solvi faciant
prefat' J. S. Executoribus Administrato-
ribus sive Regini suis plenam summam qua-
draginta librar' & octo solidorum bone & le-
galis monete Anglie in vel super quatuor-
tum decimum diem Octobris proxime sequentem
sursumredemptionem predictam ad Domum maner-
ialem ipsius J. S. situat' in D. predictam
absque fraude sive ulteriori dilacione quod tunc
sursumredemptio predicta foret vacua & nul-
lus effectus aliter remaneret in plenis ro-
bore & effectu.

Ad

Ad hanc Cur' Domag' present' qd J. B. ^{Sursumred-}
 us Customar' tenend' hujus Manerii ^{ditio super}
 et ultima Cur' & ante hanc Curiam ^{al' Condi-}
 licet tertio decimo die Aprilis Anno ^{tion' sol-}
 Domini millesimo sexcentesimo sexagesimo ^{vendi.}
 nono sursumreddidit in manus Do-
 mi Manerii per manus W. D. (loco
 illibi Domini ac in p'sentia J. D. &
 J. duorum Customar' tenend' hujus Ma-
 nerii id testat' secund' consuetud' Maner-
 i' p'cedia' Totu' illud Customar' Mes-
 s' sive tenent' coit' vocat' sive cogn' p'
 de Webb's cum omnibus domibus
 tradomibus horreis stabulis acris hor-
 gardinis & duobus Clausis sive Crof-
 terie Customar' continend' per estima-
 tio quatuor' aer' plus sive minus Herio-
 dit' cum suis & eorum quibuscumq' p'ced'
 in S. p'dia' & modo in tenura
 D. sive Angli' suorum Ad opus & usum
 de R. in Com' Essex' Hered' & Assign'
 imperpetu' Provisio semp' qd si p'd'
 C. Hered' Executor' vel Administrator'
 solvant seu solvi fac' p'fat' J. C. Ex-
 os Administratoribus sive Assign'
 am summam nonaginta libraru'
 lidozum & duorum denar' bone &
 monete Anglie in vel sup' quar-
 cimum diem Octobris proxime
 sursumreddition' p'dia' ad Domu'
 onalem p'dia' J. C. situat' in R.
 a' quod sursumreddition' p'dia'
 et vacua sive p'dia' tenent' in plen' co-
 re & effe.

Admissio
A. W. &
Uxor in
Testo ad
Testa ei
devifat.

Ad hanc Curiam Domag present' qd' H. W.
Gen nuper unus Customar' Tenui hujus
Manerii ac unus filius J. W. Senia-
ris de M. in Com Essex' Armigeri &
unus Nepotum A. W. Gen Fratri
dicti J. W. circa ultimam Curiam &
ante hanc Curiam obiit scilicet de Vir-
beris Customar' Tenuis tenet de Dno
hujus Manerii per virgam ad voluntas-
tem Domini secundum consuetudinem Manerii
pdia' Et quod pdictus H. W. ante obitum
suum sursum reddidit omnia & singula
teneta sua pdia' in manus Dni Maner'
pdia' ad opus & ultimum testamenti & ult'
voluntatis sue Quia ante obitum suum
scilicet primo die Septembris An Dni
millimo sexcentesimo sexagesimo quinto
pdictus H. W. condidit testamentum &
ult' voluntatem suam in scriptis & per
eandem voluntatem devisabit omnia teneta
sua Customar' in hiis Anglicanis
verbis sequen' videlicet; Imprimis, I
do hereby devise and bequeath unto A. W.
one of the Sons of the said J. W. the El-
der, and one of my Brothers by J. the Wife
and Relict of the said J. W. the Elder, All
that my customary Messuage or Tenement,
and two Acres of Land, with the Appurtenan-
ces holden of the Manor of S. in the County
of Essex, which are, or sometimes were, called
Painters: And also all that my other custo-
mary Tenement, and Ten Acres of Land,
Meadow and Pasture, with the Appurtenan-
ces lying towards Wsaldmill-hill, sometimes
J. A. holden of the said Manor of S. And

also all that my customary Tenement, and Ten Acres of Land, lying in *Howgate*, sometimes called *Howgates*, held likewise of the said Manor of S. And also all that my customary Messuage or Tenement, and Thirty Acres of Land, Meadow, and Pasture, with the Appurtenances, called *Knights*, holden of the said Manor of S. And also all other my Copyhold and Freehold Lands, Tenements, and Hereditaments whatsoever, situate, lying, and being, in the Parish of S. or elsewhere in the County of *Essex*. All which said Copyhold Lands, Tenements, and Hereditaments, with the Appurtenances, I have heretofore surrender'd in the Hands of the Lord of the Manor of S. aforesaid, to the Use of my last Will and Testament; to have and to hold all and singular the said customary Messuages, Lands, Tenements, Hereditaments. And also the said Freehold Lands, Tenements, and Hereditaments unto the said A.W. his Heirs and Assigns for ever.

Prout per testamentum predictum in scriptis hic in Cur' p'olat' plenius liquet Super quo predictus M. p'elens hic iq Curia cum J. Urore ejus humillime pet' quod ipse & Hr' ejus admittantur tenend' ad separalia Customar' tenementa predicta' cum pertinentiis sibi & Hereditus de corpore ipsius M. super corpus predictae J. procreat' & pro defect' tal' erit remanere inde rectis Heredibus ipsius M. imperpetuum Quibus quidem M. & J. Dominus per Seneschallum conceffit inde feisinam per virgam Habend' & tenend' separalia ten'ta predicta' cum pertinentiis

prefat' A. W. & J. & Heredibus de corpore ipsius A. super corpus predia' J. procreat' Et pro defectu talis erit remanere inde reois Heredibus ipsius A. in perpetuum per virgam ad voluntatem Domini secundum consuet' Manerii predia' per reddit' & servic' inde prius debet' & de jure consuet' Et dat' Dño de fine, &c. admitti sunt inde tenen' Et predia' A. sec' fidel, &c.

Amercia-
ments.

III. III. amerciat' per Homag' quia succedit quinq' Alnos in Mōza de S. ad unum solid.

Quilibet Tenens hujus Manerii qui non comperuit ad hanc Cur' amerciat' est per Homag' ad sex denar'.

Maner'

Maner' & ff. Curia Baronis W. S. Milit' Domi-
de S. S. ni Manerii predict' ibidem rent'
 duodecimo die Octob' Anno Reg-
 ni, &c. coram S. W. Gen' Depu-
 tat' Seneschallo (pro hac vice)
 J. S. Gen' Seneschalli ibidem.

Esson' ff. M. P. Armig' G. L. J. S. S. M. W. H.
 quilibet eorum Essoniatur de Co'i Esson'.

Homag' { T. G. Gen.
 P. G. Gen.
 J. A. Gen.
 J. S. } Jur' { W. C.
 J. W.
 &
 J. B. } Jur'.

AD hanc Cur' Homag' present' quod Obit' J. C.
 J. C. nuper unus Customar tenend'
 hujus Manerii qui tenuit sibi & Here-
 dib suis de Domino per virga ad bas-
 luntatem Dñi secundum consuet' Manerii
 pdict' unum Messuagium & quatuor acres
 terre cum pertin' Heriotabile circa ulti-
 mam Cur' & ante hanc Curiam obiit inde
 scilicet unde accidit Dño unum Heriot Ac qd
 J. C. etatis quatuor Annorum est ejus
 filius & p'or' Heres qui licet p'imo so-
 lempnit' erat' fuit ad comparend' in
 Cur' admitti tenend' ad tenementa pre-
 dicta cum pertinentiis non comperuit
 Ideo ejus p'ima defalt' Recordatur, &c.

Item Homag' present' quod ostium de
 Powhatch (Anglice Howhatch-Gate) re-

parari debet per Dñum hujus Manerii
vel per ordinem ejus.

Item Homag present' qđ quidam Pons
pedestris infra Pozohera reparari debet
per Dominum hujus Manerii vel ordi-
nem ejus.

Ad hanc Cur' C. B. Filius & Pater
3 Proclaim'. C. R. nuper unus Customar' tened hujus
Manerii tertio solempnit' exact' fuit ad
comparend' in Cur' & admitti tened ad
tenementa cum pertin' de quibus p'prie
C. R. Pater ejus obiit scilicet' & non com-
peruit Ideo ejus tertia defaulta recorde-
tur Et p'cept' est Ballivo quod seiscire fac
Default. And Sci-
fure. teñsa p'predicta cum pertin' in manus Do-
mini ut Domino satisfact' &c.

Maner' de S. } ff. Cur' Baronis W. S. Militis Do-
mini Regis servien' ad legem
ibidem tent' coram J. S. Gen.
Seneschallo ibidem.

Effon' W. S. W. W. G. G. Quilibet eorum
Effon' de Communi Effon'.

A. B. Miles M. P. Armig' R. S. Gen. S. B. Defaltoreu.
" Gen' A. B. Gen. T. B. D. A. R. B. T. C.
A. W. Gen. W. H. D. C. T. D. F. C. H. V.
P. G. H. S. H. P. J. K. Quilibet eorum
quia non comperuit ad hanc Curiam amer-
cia' est ad sex denar'.

Homagium { T. G.
J. W.
J. T.
N. M.
J. V.
J. C. } Jur' { G. R.
R. A.
W. C.
W. R.
&
T. A. } Jur'.

Ad hanc Cur' Homag' plent' qd' A. T. Obir' A. T.
nuper unus Customar' Tenen' hujus
Manerii qui tenuit sibi & Heredibus suis
de Dño hujus manerii un' Customar'
Messuag' libe testum & quinque acras
terre cum pectin' (vocat' Cleerlocks) citra
ultimā Curia & ante hanc Curia obiit
inde seiscit' Et quod E. T. est ejus filius
& proximus Heces Qui presens hic in
Cur' humillime pce de Domino admitti
teneid

Of Courts-leet;

unū ad unū p̄dicta cum p̄tīd Cū
 Dominus per B̄neshallū concessit &
 lib̄tari: inde sc̄inam per virgā habent
 & unū m̄ta p̄dicta cum p̄tīd p̄t.
 & p̄dictis suis imperpetuū ad m̄
 l̄n:arū Domini secundū consuetudinē
 p̄dicti p̄dicti per redditū. & servic̄ in
 p̄as d̄bit & de jure consuet. Et dat
 Dominus de fine, &c. admittit est inde
 n̄as Et sic fidelit̄ &c.

Sc̄inam
 p̄dicta
 1222

Ad hanc Cur' R. P. unus Customer
 p̄dicti hujus p̄dicti sursum reddidit in
 manus Dñi per manus & acceptatū
 B̄neshalli Cur' p̄dicti unū p̄dicti
 & sex acras terre cum p̄tīd s̄uat in
 Corrie Green in occupatione J. R. de
 Epus & usum testamenti & ultime volun
 tatis s̄ut in scriptis & talis person
 & talit̄ personā & hered̄ suos qui
 per p̄dicta Testament' & ultimam volun
 tatem suam s̄rent limitat' & appon
 tuat', &c.

Ad hanc
 J. C.

Ad hanc Curiam J. C. de R. in Cor
 Essex, Yeoman, in propria persona su
 beū & humillime per' de Dñō admitti
 tenen' ad unū Customar' p̄dicti
 s̄ut tenementū cognit' p nomen de W. &
 ad duo Clausa terre Customar' cum p̄tīd
 continen' p estimationē quatuor acras &
 plus s̄ut minus s̄bi nuper s̄zissac' Cū
 Dñus per B̄neshallū concessit & libera
 vit inde sc̄inā per virgā habent & tenent
 p̄dicti J. C. Heredibus & Aliis suis
 perpetuū per virgā ad voluntatē Dñi

secundum consuetudinem Manerii predicti per redditum & servicium inde prius debitu[m] & de jure consuetu[m] Et dat[ur] D[omi]no de Fine, &c. Admissus est inde tenens Et fecit fidelitatem &c.

Ad hanc Curiam E. B. licet secundum consuetudinem Manerii predicti tertio solempnitate exacta ad comparandum in Curia & admitti tenentem ad unum Customar[um] Messuagium & serdecim acras terre cum pertinentiis vocat[ur] Wiggile non verum sed defalt[us] secundum tertiam defalta super tertiam Proclamationem Recordatur Et super hoc tenet hic in Curia M. H. vidua Et humilissime petit se admitti tenentem ad tenementa predicta cum pertinentiis sibi forisfacta pro non solutione ducentarum & decem librarum legalis monete Anglie ad diem jam preteritum Cui D[omi]nus per Beneschallum concessit & liberabit inde seisinam per virgam ad voluntatem D[omi]ni secundum consuetudinem Manerii predicti per redditum & servicium inde prius debitu[m] & de jure consuetu[m] Et dat[ur] D[omi]no de Fine, &c. admissus est inde tenens & fecit fidelitatem, &c.

Admissio
vidua.

Ad hanc Curiam R. A. unus Customar[um] tenentium hujus Manerii citra ultimam Curiam & ante hanc Curiam scilicet vicesimo primo die Octobris ult[imo] preterit[is] sursumreddidit in manus D[omi]ni hujus Manerii per manus W. D. (loci Ballivi D[omi]ni in presentia G. R. & J. D. duo Customar[um] tenent[ur] hujus Manerii id est) secundum consuetudinem Manerii predicti tot[um] illud Customar[um] Messuagium sive tenentem &c.

Sursumred-
ditio ad
usum.

Et unam acram terre Customar' situat' & existen' prope East Howgate per Pilgrim Hatch, in tenura W. J. sive Magn' (no) ad opus & usum J. S. de S. & in ead' Essex Blacksmith, Hered' & Magn' (no) imperpetuum Super quo p'dictus J. S. p'sens hic in Cur' humillime pet' se mitti Tenen' ad tenra p'dicta cum p'tin' Cui Dñus per Seneschallum com's sit & liberabit inde seissnam per virgam Habend' & tenend' sibi Heredibus & Magn' suis per virgam ad voluntate Dñi secundum consuetud' Manerii p'di per reddit' & servic' inde prius debiti' & de jure consuet' Et dat' Dño de fine, &c. admisi inde tenens Et fec' fidelitat' &c.

Opitus.

Ad hanc Cur' Homag' p'sent' quod J. C. vidua nuper una Customar' tenet' hujus Manerii citra ult' Curiam ubi Et quod B. C. est ejus filius & p'p'rius Heres.

Amenc'.

Quilibet tenens hujus Manerii qui non comperuit ad hanc Curiam ad satisfactionem Cur' amerciatur per Homag' ad 10 denar'.

Maner' } ff. Curia Baronis W. S. Mil', &c. Do-
S.... } mini Manerii prædicti ibidem tent'
die Lune vicesimo die Septembris
Anno Regni, &c. coram J. S.
Seneschallo ibidem:

Esson. Null. Null.

Homagium { P. G. } { J. A. }
 { W. C. } { R. W. }
 { J. S. } { J. T. }
 { J. C. } { G. T. }
 { T. D. } { N. M. }
 } Jur' } Jur'

A. B. Miles, 6d. M. P. M. 6d. Defaltore
A. E. M. vid 6d. C. A. 6d. C. H. vid
6d. Quilibet eorū amerciat' ad hanc Cu-
riam p Homag' quia non comperuit ad
hanc Curiam ad fac' sextam Cur' ad sex
denar' prout patet super eorū separat' Capi-
tulis.

B. D. vid quia non comperuit ad hanc Amercia-
Curiam ad faciend' sextam Cur' Ac in fa- ment'.
ciend' sextam Cur' defecit per quam pluri-
mos Annos jam ultimos elapsos amerci-
atur per Homag' ad decem solidi.

Ad hanc Cur' in aperta Cur' coram Se- Admissio.
neschallo & toto Homag' veni C. G. Sen
Sen' in ppria psona sua & sursum reddi-
dit in manus Dñi p manus & acceptas
noti

tenend ad ten p̄dicta cum p̄tin Cui
 Dominus per Seneschallum concessit &
 liberabit inde seisinam per virga Habend
 & tenend t̄nta p̄dicta cum p̄tin p̄lat
 & Heredibus suis imperpetuū ad vo-
 luntatem Domini secundū consuetudinem
 Manerii p̄dicti per reddit' & servic' in-
 de prius debet' & de iure consuet' Et dat'
 Domino de fine, &c. admiss' est inde Ten-
 ens Et fec' fidelit' &c.

Serfemred-
 ditio ad
 ultum test.

Ad hanc Cur' R. P. unus Customar'
 tenend huius Manerii sursumreddidit in
 manus Dñi per manus & acceptationē
 Seneschalli Cur' p̄dictae unū Messuagium
 & sex acras terre cum p̄tin situat' in
 Coxtie Green in occupatione J. R. Ad
 opus & usum testamenti & ultime volun-
 tatis sue in scriptis & talis persone
 & talis personar' & Hered' suor' quos
 per p̄dicta Testament' & ultimam volun-
 tatem suam forent limitat' & appunc-
 tuat', &c.

Admissio
 J. C.

Ad hanc Curiam J. C. de R. in Com
 Essex, Yeoman, in propria persona sua
 ven' & humillime pet' de Dño admitti
 tenend ad unū Customar' Messuagium
 sive tenementū cognit' p nomen de W. &
 ad duo Clausa terre Customar' cum p̄tin
 continend p estimationē quatuor acras sive
 plus sive minus sibi nuper forissac' Cur'
 Dñus per Seneschallū concessit & libera-
 vit inde seisinā per virga Habend & tenend
 p̄lat' J. C. Heredibus & Aliis suis im-
 perpetuū per virga ad voluntatē Dñi se-
 cundū.

secundum consuetudinem Manerii predicti per redditum & servicium inde prius debitum & de jure consuetum Et datur Dominus de Fine, &c. admissus est inde tenens Et fecit fidelitatem &c.

Ad hanc Curiam E. B. licet secundum consuetudinem Manerii predicti tertio solempniter exeat ad comparandum in Curia & admitti tenendum ad unum Customarium Messuagium & sexdecim accras terre cum pertinentiis vocatur Wiggile non bene sed defalt fecit Ideo ejus tertia defalta super tertiam Proclamationem Recordatur Et super hoc venit hic in Curia M. H. vidua Et humillime petit se admitti tenendum ad tenementa predicta cum pertinentiis ubi forisfacta pro non solutione ducentarum & decem librarum legalis monete Anglie ad diem jam preterit Cui Dominus per Beneschallum concessit & liberabit inde scisinam per virgam ad voluntatem Domini secundum consuetudinem Manerii predicti per redditum & servicium inde prius debitum & de jure consuetum Et datur Dominus de Fine, &c. admissus est inde tenens & fecit fidelitatem, &c.

Admissio
vidue.

Ad hanc Curiam R. A. unus Customarius tenentium hujus Manerii citra ultimam Curiam & ante hanc Curiam scilicet vicesimo primo die Octobris ultimum preterit sursumreddidit in manus Domini hujus Manerii per manus W. D. (loco Ballivi Domini in presentia G. R. & J. D. duorum Customariorum tenentium hujus Manerii id testantur) secundum consuetudinem Manerii predicti Totum illud Customarium Messuagium sive tenendum

Sursumred-
ditio ad
usum.

¶ unam acram terre Customar' situat' & existen' prope East Howgate per Pilgrims Hatch, in tenura P. J. sive Magn' suod ad opus & usum J. S. de S. O in Comd Essex Blacksmith, Hered' & Magn' suod imperpetuum Super quo p'dictus J. S. presens hic in Cur' humillime pet' se admittere Tenen' ad ten'ta p'dicta cum pert'in' Cur' Dñus per Seneschallum concessit & liberabit inde seisinam per virgam habend' & tenend' sibi Heredibus & Magn' suis per virgam ad voluntat' Dñi secundum consuetud' Manerii p'di per reddit' & servic' inde prius debii' & de jure consuet' Et dat' Dño de Fine, &c. admissus inde tenens Et fec' fidelitat' &c.

Opituz.

Ad hanc Cur' Homag' present' quod J. C. vidua nuper una Customar' tenen' hujus Manerii citra ult' Curiam obiit Et quod G. C. est ejus filius & proximus Heres.

Amere.

Quilibet tenens hujus Manerii qui non comperuit ad hanc Curiam ad fac' sua' Cur' amerciatur per Homag' ad sex penar'.

Maner' } ff. Curia Baronis W. S. Mil', &c. Do-
de S.---} mini Manerii prædicti ibidem tent'
die Lune vicesimo die Septembris
Anno Regni, &c. coram J. S.
Seneschallo ibidem:

Esson. Null. Null.

Homagium { P. G. }
 { W. C. }
 { J. S. } Jur'
 { J. C. }
 { T. D. }
 { J. A. }
 { R. W. }
 { J. T. } Jur'
 { G. T. }
 { N. M. }

A. B. Miles, 6d. M. P. Arnd 6d. Defakores.
C. M. vid 6d. T. A. 6d. E. H. vid
6d. Quilibet eorū ameretur ad hanc Cu-
riam p Homag' quia non comperuit ad
hanc Curiam ad fac sextam Cur' ad sex
denar' p'out patet super eorū separat Capit-
ribus.

M. D. vid quia non comperuit ad hanc Amercia-
Curiam ad faciend sextam Cur' Ac in fa- ment'.
ciend sextam Cur' defecit per quam pluri-
mos Annos jam ultimos elapsos amereti-
atur per Homag' ad decem solidi.

Ad hanc Cur' in aperta Cur' coram Se- Admissio.
neschallo & toto Homag' veni T. G. Sen
Gen' in ppria p'sona sua & sursumreddis-
sit in manus Dñi p manus & acceptas
non

tionē Seneschalli Cur' p̄dicta' per virgā
omnes ill' parcelle Customar' terre & prati
vocat' Woodwards, continēd per estimationē
quindēcim accas plus sive minus cum
pertinēd in Parochia de S. in Com' Essex
Ad usum T. M. Ac' p̄d' & durā' vite
sua natural' Et post ejus decessum ad
usum M. Uxoris ejus p̄d' & durā' vite
sua natural' Et post eor' decess' talibus
ulibus & talibus person' p̄out p̄dicta'
C. M. per aliquod script' sive per aliquā
al' voluntatē & Testament' in scriptis
sub ejus manu & sigillo declarabit sive
constituet Et p̄d' defectu talis declarā
tionis sive constitutionis Heredibus dicit
C. M. Imperpetuum Super quo p̄dictus
C. M. p̄sens hic in Curia humillime
petit de Dño admitti tenend' ad tenēta
p̄dicta' cum p̄m' p̄ term' vite sue secundū
formā sursumreddidit' p̄dicta' Remanere
inde in forma p̄dicta Cui Dñus per Sen
eschallum concessit & liberabit inde sēd'
sine p̄d' virgā habend' & tenend' sibi &
M̄g'd suis per virgā ad voluntatē Dñi
secundū consuet' Manerii p̄dicta' p̄d' ter
mino vite sue Remanere inde in forma
p̄dicta' Et dat Dñs de fine p̄ tali statu
suo durā' termino vite sue, &c. admis
sus est inde Tenens Et sec' fidelitat', &c.
Remanere inde ut supra spectat, &c.

Sursum
reddidit.

Ad hanc Cur' A. M. Gen' unus Cu
stomar' tenend' hujus Manerii sursumreds
didit in manus Dñi Manerii p̄dicti per
manus & acceptationē Seneschalli p̄dicti
per

per virgā tot' illud Customar' Messuagiū
 sive tēntū & duas acras terre cum per-
 tin' vocat' Painters Et tot' illud Custo-
 mar' Messuagiū sive tēntū & decem a-
 cras terre p'ati sive pastur' & duas acras
 terre cum p'tin' jacea' Alus Weald Mill
 nup J. A. Accetiam tot' illud Customar'
 Messuagiū sive tēntū & decem acras ter-
 re cum p'ertin' jaccū in Howgate nuper
 vocat' Howgate Accetiam totū illud Cu-
 stomar' Messuagiū sive tēntū ac viginti
 acr' terre cum p'ertin' vocat' Knights ad
 opus & usū ipsius M. W. pro & durā
 termino vite sue natural' Et post ejus
 decessum remanere inde ad opus & usum
 ipsius J. A. & Aliqñ suū pro & durā
 vita sua natural' ac post ejus decessū re-
 manere inde rectis Hered' p'dict' M. W.
 Imperpetuum Super quo p'dictus M. p-
 sens hic in Curia Ac p'dicta J. p p'dictum
 A. Actorū suū humillimē petierunt de
 Dño reconcedere tēnta p'dicta cum per-
 tin' p'fat' A. & J. & Aliqñ suis secundum
 formā sursumreditionis p'dictae Quibus
 quidā M. p'senti hic in Curia ac J. p
 p'dicta' M. Actorū suū Dñus p' Benes-
 challum concessit & liberavit inde seisinā
 p' virgām Habendū & tenendū tenementa
 p'dicta' cum p'tinentiis p'fat' M. & Al-
 qñ suis p' & durā vita sua naturali
 Ac post ejus decessū remanere inde p'dicta'
 J. & Aliqñ suis pro & durā vita sua
 naturali Ac post ejus decessum remanere
 inde Rectis Heredibus p'dict' M. W. im-
 perpetuum Ad voluntatem Dñi secundum
 consuetudinē Manerii p'dicti p' redditū &
 servic

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servit' inde prius debet' Et de iure consuet' Et p'dicti A. & J. dant Dño de fine, &c. Et admitt' sunt inde Tenend' Et p'dictus A. fec' fidelitatem sed fidelitas p'dictae J. respectatur quousq', &c.

Ad hanc

Cur' Romag' p'sent' quod C. & unus Customar' tenend' hujus Manerii extra ultimam Curiam & ante hanc Curiam scilicet vicefimo sexto die februarii Anno Dñi Millimo sexcentesimo sexagesimo nono sursumreddidit in manus Dñi per vires p'dictas per manus T. B. (loco Vallidi Dñi in presentia T. Gen' & G. O. duorum Customar' tenend' hujus Manerii id testand') secundum consuet' Manerii p'dicti totum illud Customarium Mesuagium suum vocat' Cleerlocks cum omnibus extrados mibus Edificiis Horreis Stabulis Arvis Pomariis Gardinis Posterioribus (Anglice Backsides) & quinque acras terre plus vbi minus eidem spectand' cum omnibus & singulis alijs p'rtin' prout eadem sunt situat' jacent' & existend' in S. & modo vel vup sunt in tenura sive occupatione R. C. sive Assign' suorum Ad opus & usum T. C. Hered' & Assign' suorum imperpetuum Super quo p'dictus C. C. p'sens hic in Curia humillime pet' de Dño admitt' tenend' ad testum p'dictum cum p'rtin' secundum formam & effectum sursumreddition' p'dictae Cui Dñus p' Seneschallum concessit & liberabit inde scissina per vires p'dictas habend' & tenend' sibi Heredibus & Assign' suis imperpetuum Ad voluntatem Dñi secundum consuet' Manerii p'dicti p' reddit'

quatuor libras admittus est inde tenens
Et sic fidelitatis, &c.

Sursumred-
ditio ad
usum sur-
conducere.

Ad hanc Cur' Homagium present' quod
J. W. unus Customar' tenens hujus Ma-
veru' terra uli' Cur' & ante hanc Curiam
scilicet septima die Aprilis Anno Regis
Dni Caroli Secundi nunc Regis Anglie
&c. vicelesimo secundo Annoq; Dni 1670
Sursumreddidit in manus Dni Manerii
predicti per manus T. W. (loco Ballivi
Dni in presentia G. G. & B. H. duorum
customar' tenent' hujus Manerii id testam'
tenendum consuetudinem Manerii predicti Te-
ras septem pecias sive parcell' terre arabili
pastur' & Customar' terre existens Verioria-
bil' continens estimationem viginti & septem
acras plus sive minus decet' sive cognit' p
hec nomina sequen' videlicet, Barnecroft
Thillyfield, Layfield, Toryfield, Longfield & Ferry-
croft, modo in tenura sive occupatione
J. W. sive Assigni suorum ad opus & usum sue
prædominii &c. W. Heredi & Assigni suorum
imperpetuum Proviso scilicet quod si p
dictus J. W. Heredes Executoris Admini-
stratores, sive Assigni sui solvant seu sol-
vi faciant prefat' T. W. Executoribus
Administratores sive Assigni suis sum-
mam Cent' & duodecim librarum legal-
is monete Anglie modo & forma sequen'
videl' tres libras inde in vel super septi-
mum diem Aprilis qui solet in Anno Dni
millimo sexcentesimo septuagesimo primo
se tres libras inde in vel super septimum
diem Quobus extunc proxime sequen' &c
Centum & tres libras resid' inde in vel su-
per

per octavū dñm Aprilis qui foret in Anno
Dñi Millimo lxxcentesimo septuagesimo
secundo adunc Domus mansona
ipsum E. B. acuat' in S. predia' quod
tunc sursumreddidit' p'dia' foret vacua ali-
ter remaneret in plenis robore & effectu.

Ad hanc Curiam Homag' present' quod
J. C. & W. C. duo Customar' tenen' hu-
jus Manerii citra ultimam Curiam &
ante hanc Cur' scilicet septimo die Aprilis
Muro Regni Domini Caroli Secundi
punc Regis Angl', &c. vicesimo secundo
Anno Dñi 1670. sursumreddider' in ma-
nus Dñi Manerii p vlgā p manus E.
B. (in loco Ballivi Dñi in p'sentia G.
S. & G. R. duo: customar' tenen' ipsius
Manerii id testan') Cor' illi' duas p'cias
sive parcell' terre vel pasture continen' p
estimation' decem & novem acras sive plus
sive minus unde una p'cia inde vocat' p
nomen de Homefield Ad opus & usum R.
S. Hered' & Assign' suorum imperpetuum
Proviso semper quod si p'dia' J. C. &
W. C. Heredes Executors Administra-
tores sive Assign' sui solvant seu solvi fa-
ciant p'fat' R. S. Heredibus Executori-
bus sive Assign' suis Summam Centu' &
duodecim librar' legalis monete Anglie,
&c. modo & forma sequen' videlicet tres
libras inde sup septimū diem Quobris
tunc prime sequen' tres libras super
septimū diem Aprilis aut foret in Anno
Dñi Millimo lxxcentesimo septuagesimo
& tres libras inde super septimū diem
Quobris extunc proxime sequen' Ac Cen-

Similis
sursumred-
ditio per
duos.

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Id est tres libras residuum inde super octavo diem Aprilis qui foret in Anno Domini Millesimo sexcentesimo septuagesimo secundo ad Domum mansionat ipsius R. situat' in S. quod tunc sursum redditio illa foret vacua alit' remaneret in plenis robore & effectu.

Obit J. W. Ad hanc Cur' Homaq' present' quod J. W. nuper Customar' tenens hujus Manerii circa ultimam Cur' & ante hanc Curiam obtulit seisc' de viginti & septo accis terre cum pertin' unde pars inde est heriotabil' Ac quod J. W. est ejus filius & primus Heres & etatis quindecim Annoz qui licet primo solempnit' erat' fuit p' Proclam' ad veniend' hic in Cur' & admitti tenea' ad tenita p'dicta cum pertina' secundum consuet' hujus Cur' non ven' sed default' fec' Ideo prima Proclam' & default' ejus recordatur, &c.

Maner' de S.-- } ff. Curia Baronis W. S. Militis, Do-
mini Regis servien' ad Legem
Domini Manerii predicti ibidem
tent' die Veneris teritiodecimo die
Januarii Anno Regni, Domini,
&c.

T. M. Arm' A. W. Gen' A. B. Gen' S. B. Gen. Defaltore.
M. H. vid' D. A. J. W. J. B. R. W. W. H. D. C.
Gen' J. P. Gen' H. V. Gen' Quilibet eor'
americiatur per Homagium quia non com-
peruit ad hanc Cur' ad sex denar'.

Homagium { T. J.
W. C.
J. C.
J. S.
R. A. } Jur' { J. V.
T. D.
J. A. Gen'
&
T. B. } Jur'.

Ad hanc Cur' J. W. Filius & Heres
J. W. qui ante ultimam Cur' obiit
fecit' de viginti & septem acris terre
Customar' cum perrin' (unde pars inde
est Periotabil') licet secunda solempnit'
facta' fuit p Proclam' ad veniend' hic in
Cur' & admitti Tenen' ad ten'ca predica-
rum perrin' secundum consuetud' hujus
Manerii non ven' sed defalt' fecit' Ideo
secunda Proclam' & defalt' ejus recoz-
dantur, &c.

Prima Pro-
clama' He-
red' J. T.

Ad hanc Cur' Homag' present' quod
J. T. nuper unus Customar' tenen' hu-
jus Manerii qui tenuit de Dña sibi &
heredibus suis ad voluntatem Dñi se-
cundum consuetud' Manerii p'dicti unum
Customar' Messuag' & quatuor acras
terre cum pertin' circa ult' Cur' & ante
hanc Cur' obijt inde scilicet Edm' C. R.
Hr' J. R. & T. F. Jun' sunt ejus & erunt
hered' Qui quidam hered' licet primo so-
lemni' erat' tunc per Proclam' ad ven-
ire ad hic in Cur' & admitti tenen' ad
tenita p'dicta cum pertin' secundum cons-
uet' hujus Manerii non ven' sed defalt'
fec' Ideo prima Proclam' & eorundem de-
falt' recordantur, &c.

Adm. Ma-
J S.

Ad hanc Cur' Homag' present' quod
G. R. unus Customar' tenen' hujus Ma-
nerii circa ultimam Curiam & ante hanc
Cur' scilicet decimo tertio die Martij
Anno Domini Millesimo septentesimo sep-
tuagesimo sursum reddidit in manus Dñi
per manus W. D. loco Pallivi Dñi in
presencia C. D. & J. R. duos Customar'
tenen' Manerii p'dicti totam illam quare-
tam partem unius Messuagii sive tenit'
& omni' terrar' & alior' pertin' eidem
spectan' p'ut eadem sunt situat' jacent'
& existent' in S. nuper in tenura sive oc-
cupatione J. D. Ave Almag' suoy Al-
opus & usum J. S. de S. in Com' Bed-
ford, Yeoman, hered' & Almag' suoy in
perpetuum Qui quidam J. S. presens hic
in

in Cur' humillime pet' de Dño se ad-
 mittere tenend' ad tenet' p'edicta cum pers-
 tñ' Cur' Dñus per Beneschallw concedit
 & liberabit ei inde solūnam per virgam
 habend' & tenend' sibi Hered' & Assignat'
 Cur' Ad voluntatem Dñi secundum eand'
 Met' Manerii p'edicti per reddit' & serv-
 ut inde prius debet' & de iure consuet'
 Et dat Dño de Fine, &c. admissus est
 inde tenens Et fec' fidelitatem, &c.

Ad hanc Cur' Homag' p'fent' quod
 citra ult' Cur' & ante hanc Curiam scilicet
 cet decimo nono die Octobris Anno Dñi
 Millesimo sexcentesimo septuagesimo S. B.
 Gen' unus Customar' tenen' huius Ma-
 nerii sursumreddidit in manus Domini
 Manerii p'edicti per manus & accepta-
 tion' C. J. Gener' & R. W. duos Custo-
 mar' tenen' Manerii p'edicti per manus
 & acceptation' C. J. Gen' & R. W.
 duos Customar' tenen' huius Manerii
 in p'fentia R. L. Gen' loco Ballivi Dñi
 secundū consuet' Manerii p'edicti totum
 illud Customar' Messuag' sive tenetum
 Heriotabil' & sexdecim acras terre plus
 sive minus vocat' Sabernes Acetiam
 unam parcellam terre continen' tres a-
 cras terre & dimid' unius acre terre He-
 riotabil' parcell' dicti teniti vocat' Sa-
 bernes Ad opus & usum R. D. Hered'
 & Assign' suos imperpetuum Proviso
 semper & sub hac tamen conditione qd
 si p'edictus S. B. Hered' Executores Ad-
 ministratores sive Assign' sui solvant
 D d 4 seu

Sursumred-
 ditio Con-
 ditional'
 S. B.

sem solvi fac prelati R. A. Executoribus
 Administratoibus libe assign' suis
 Centum & tres libras legalis monete
 Angl' Ad Domum mansonal' W. R. Ba-
 tuat' infra Aldgate, London, super vice-
 simum diem Aprilis proxime future
 quod tunc succumredditis predia' foret
 vacua alit' remaneret in plena robore &
 vigore, &c.

Quilibet tenens hujus Manerii qui non
 comperuit ad hanc Curiam ad faciend'
 legem Cur' amerciat' per Homagium
 ad sex denar' &c.

Maner'

Maner' } ff. Cur' Visus Flanc. Pleg' cum Cur'
de S. } Baronis W. S. Mil' Domini Regis
servien' ad legem tent' coram J. S.
Gen' Senescallo ibidem.

Esion' Null' Null' Null'.

R. S. Gen. T. C. Gen. J. W. Gen. T. J. Gen. Defaltores.
A. W. Gen. W. H. Gen. M. H. vid. D. A.
R. B. Cleric. D. C. Quilibet eorum quia
non comperuit ad hanc Curiam ad faciend'
sectam Cur' separatim amerciatur per Ho-
magium ad sex denar'.

Homagium	{	J. A.	}	Jur'	{	R. W.	}	Jur'.									
		W. C.				J. S.			T. D.	R. A.	T. A.	W. P.	G. R.	T. B.	P. M.		N. N.
		J. S.				T. D.			R. A.	T. A.	W. P.	G. R.	T. B.	P. M.		N. N.	
		T. D.															
		R. A.				T. A.			W. P.	G. R.	T. B.	P. M.		N. N.			
		T. A.															
W. P.	G. R.	T. B.	P. M.		N. N.												
G. R.																	
T. B.	P. M.		N. N.														
P. M.																	
	N. N.																
N. N.																	

Ad hanc Curiam tertia proclamata facta Tertia Pro-
fuit qd J. W. filius & Heres J. W. clamatio
nuper unus Customar' teneu' hujus Ma- pro J. W.
nerii veniret hic in Curia & admittere
teneu' ad viginti & septem acras terre
Customar' cum pectid unde pars inde est
heriotabil' Et pdictus J. W. Heres non
venit sed defalt' fecit Ideo tertia ejus de-
falt' recordatur, &c. Sed quia T. B.
Cui pdictae viginti & septem acre terre
in mortgagio posit' sunt per pdictum
J. W.

J. W. Patrem in vita sua solvit Dñs
hujus Manerii finem et debet super
obit pñat J. W. potris scilicet pñat
viginti & septem acras terre respectuatur
quousq; pñatus J. W. filius defecerit
in redemptione pñat viginti & sep-
tem acras terre & defecit in resolutione
pñati finis pñat C. Ec.

Admissio
R. R.

Ad hanc Curiam post primam Proclamat
ad ult' Curiam factam C. R. Hroz J. R.
una filiorum & heres J. T. nuper unius
Customar' tenent hujus Manerii Qui te-
nuit sibi & heredibus suis unum Messuag-
ium & quatuor acras terre Customar'
Admiss' est inde tenens ad pñatas qua-
tuor acras terre Customar' jacent prope
Coxtie-Green prime terre Magri Pers-
ringe, Que quidem quatuor acre terre in
vita ipsius J. T. allotat' & divis' fuer'
per eundem J. T. eidem C. heredibus &
Assign' suis ad voluntatem Dñi secun-
dum consuet' Manerii pñati Et dat Dñs
de fine, Ec. admiss' est inde tenens sed
fidelitas respectuatur quousque, Ec.

Admissio
T. P.

Ad hanc Cur' post prima' Proclam' ad
ultim' Cur' factam C. P. unus heres
J. T. videlicet filius & heres C. P.
& H. Hrozis eius unius filiarum &
heres J. T. nuper unius Customar' te-
nent hujus Manerii Qui tenuit sibi &
heredibus suis unum Messuag' & qua-
tuor acras terre Customar' jacent prope
Coxtie-Green Quod quidem Messuag'
in vita ipsius J. T. allotat' & divis'
fuer'

fuert per eundem R. C. eidem C. F. pro parte
sua tenentem predictorum Habent & tenentem
eidem C. F. Hered & Assign suis ad vo-
luntatem Domini secundum consuet' Ma-
nerit predicti Et dat' Dño de Fine, &c.
admissus est inde tenens sed fidelitas re-
spevatur quousque, &c.

Postea ad hanc Curiam Dominus Ma-
neri per Seneschallum suum quia predictus
C. est infra etatem videlicet etatis decem
Annozum vel eo circit' commisit custod
tam corporis predicti C. F. quam Mes-
suag' predicti C. F. Patri ejusdem C. F.
quousque ad etatem quatuordecim Anno-
rum pervenerit Et deinde reddere compu-
tum, &c.

Ad hanc Curiam S. B. unus Custos Admissio
mar' tenent hujus Manerit R. A. sursu red-
didit in manus Domini per manus &
acceptationem Seneschalli predicti totum
illud Customar' Messuagium sive tenent
Heriotabil' & sexdecim acras terre sive
plus sive minus vocat' S. Acetiam unam
parcell' terre continen' tres acras & dimid
unius acre & Heriotabil' parcell' dicti
tenenti vocat' S. Ad opus & usum R. A.
Hered & Assign suorum imperpetuum.
Qui quidem R. A. presens hic in Cur'
humillime petit se admitti tenent ad tenentia
predicta cum pertinent Cui Dominus per
Seneschallum concessit & liberavit ei inde
seisinam per virgam Habent & tenent
tenentia predicta cum pertinent eidem R. A.
Hered & Assign suis ad voluntatem Dñi
secundum consuet' Manerit predicti Et dat'
Dominus

Domino de fine, &c. admissus est inde
tenet Et sic fideliter, &c.

Postea sedem Cur' p'dictus R. M. sur-
sumreddidit in manus Domini per ma-
nus & acceptationem Beneschalli Cur'
p'dictae omnia & singula Customar' tenen-
p'dicta cum pertinen' ad opus & usum testa-
menti & ultime Voluntatis sue & talis
persone sive talium personarum & tal'
statuum sive stat' qual' per tal' testa-
mentum sive ultimam voluntatem in-
script' forent limitat' specificat' sive ap-
punctuat' &c.

Sursumred.
anno 15.
ad usum
1587.

Ad hanc Curiam J. B. unus Customar'
tenens Manerii sursumreddidit in ma-
nus Dñi per manus & acceptationem
Beneschalli Curie p'dictae quartam par-
tem unius Messuagii & terrarum eidem
spectant' cum pertinen' Ad opus & usum Testa-
menti & ultime voluntatis sue & talis
persone sive talium personarum & tal' stat'
sive status qual' per tal' testament' & ult'
voluntat' in scriptis forent limitat' specifi-
cat' sive apunctuat' &c.

Presenta-
tiones.

Jur' present' quod E. C. unus Joha-
batans hujus Manerii arabit circa tres
vel quatuor rodas Communie de B. ad
necument' Dñi & tenentium hujus Ma-
nerii & idem E. pro isto necumento amer-
ciatur per eosdem Jur' ad decem & octo
denar' solvend' & levand' ad usum Domini
hujus Manerii, &c.

Item Jur' present' qd M. W. vid' una
Inhabitad' hujus Manerii includit unam
parvam

parvam parcelle Communie de S. cum
sepibus & fensur' ad nocument' Domini
& tenentium hujus Manerii Et eadem
M. III. pro isto nocumento amerciatur per
eosdem Jur' ad unum solid' ad solvend' &
levand' ad usum Dñi hujus Manerii, &c.

Item Jur' present' quod J. M. un
tenen' hujus Manerii amputabit & lop-
pabit decem arbores crescen' infra Comitad
de S. que reserbantur pro essoberiis tenen'
hujus Manerii contra consuet' Manerii
predicti ad nocumen' tenen' Manerii pre-
dicti Et pro hoc nocumento amerciatur
per eosd' Jur' ad duos solid' & sex denar'
solvend' & levand' ad usum Dñi hujus
Manerii, &c.

Ad hanc Cur' Jur' ordinant quod om-
nes clausur' Communie de S. que ante
hanc Curiam inclus' fuissent sicut aperte per
inclusores ante Festum Sancti Michaelis
Archangeli prime sequen' aut in defectu
inde quilibet eorum qui default' fecerit a-
merciatur per Jur' ad duodecim denar'
&c.

Item quilibet tenens tibe Resians hu-
jus Manerii qui non comperuit ad hanc
Cur' ad faciend' secunda Cur' amerciatur per
Jur' ad sex denar'.

J. L. } Electi & Jurat' sunt Constabular'
& } pro hoc Anno sequen'.
T. A. }

Maner'

Maner' de } H. Cur' Baronis W. S. Militis Do-
 S. } mini Regis fervien' ad legem
 ibidem tenr' coram J. S. Ge-
 nerofo Seneschallo ibidem, &c.

Defaltores. T. C. S. B. Gen. S. H. vid. A. B. S. W. R. B.
 Cleric. J. A. A. W. R. A. R. W. W. H. F. C.
 Quilibet eorum quia non comperuit ad
 hanc Cur' ad faciend' sectam suam amercia-
 tur per Hontagium ad sex denar'.

Homagium { J. M. } { J. C. Jun. }
 { P. G. } Jur' { J. A. & }
 { J. G. } { T. D. } Jur'

Sursumred.
 dicto W. C. **A**D hanc Curiam W. C. in Com Effer'
 Provan unus Customar tenen' huius
 Manerii citra ultimam Curiam & ante
 hanc Curiam scilicet secundo die Novem-
 bris Anno Regni Domini Caroli secundi
 nunc Regis Anglie, &c. vicesimo sexto
 sursumreddidit in manus Domini Ma-
 nerii predicti per manus & acceptatio-
 nem W. W. Sed in loco Ballivi Do-
 mini Manerii predicti in presentia G. R.
 & T. E. duorum Customar tenen' Ma-
 nerii predicti id testand' secundum consuet' Ma-
 nerii predicti omnes ill' tres preias sive
 parcel' Customar terre vocat' sive cognit'
 per nomen de Neeves-Lands contin' per
 estimationem in tota novem acras plus
 sive minus abuttand' super alta via du-
 cent' a Coxie Green versus Weald-Church
 ac

ac. sicut abutted sup altam viam ducen-
 a Coxie-Green predicta' versus Horchatch.
 Acetiam abutted sup terras J. S. (vocat.
 Potriden) cum omnibus viis. aquis pa-
 sicut commoditat' advantagiis Heredita-
 tament' & pertine quibuscumq; eidem spes-
 ran' sive pertineant prout eade sunt situat'
 jacent' & existent in S. predicta' & modo
 vel imper in tenura sive occupatione J.
 C. alias C. filii predicti W. sive Wign.
 suorum Ad opus & usum J. C. de S.
 in Parochia de S. predicta' in Com' pre-
 dia' Hered' & Wign' suorum imperpetu-
 um Ad voluntatem Domini secundum
 consuet' Manerii predicta' Super quo ad
 hanc Curiam ven' predictus J. C. Et hu-
 militer pet' de Domino admitti tenent'
 ad tenita predicta cum pertine' secundum
 formam & effectum sursumreditionis pre-
 dia' Cui Dominus per Seneschall' con-
 cessit & liberrabit inde scilicet per virgam
 Habent' & tenent' tenita predicta cum per-
 tin' J. C. Hered' & Wign' suis imperpetu-
 um Ad voluntatem Domini secundum con-
 suet' Manerii predicta' p reddit' & servis
 inde prius debuit & de jure consuet' Et
 dat' Domino de fine, &c. admissus est
 inde tenens fecit fidelitatem, &c.

Ha hanc Curiam Domagium plent' qd
 J. C. de S. unus Customat' tenent' hu-
 jus Manerii extra ultimam Curiam & ante
 hanc Curiam scilicet vicefima die Novem-
 bris Anno Domini Millesimo septentesimo
 mo septuagesimo primo sursumreddidit in
 manus Domini p virgam p manns & ac-
 cepta.

Sursumred-
 ditio J. C.
 ad usum
 teniti.

ceptionem W. B. loco Ballibi Domini in presentia J. M. & T. M. duorum Customar' tenen' hujus Manerii id testan' secundu' consuet' Manerii predicti totu' illud Customar' Messuag sive tenetu' cu' p'tin' (vocat' Broman) & quatuor acras terre Customar' eidem spectan' unu' aliu' campu' Customar' (vocat' Homefield) continen' septem acras plus sive minus unu' aliu' agru' (vocat' Little Almones) continen' quatuor acras & unu' aliu' agru' Customar' (vocat' Great Almones) continen' decem acras plus sive minus Ad opus & usum testu' & ultime voluntatis ipsius J. C. & tal' persone & personarum & tal' status & statuum qual' idem J. C. in & p eandem voluntatem nominabit & appunctuabit, &c.

Sursu-
reddito
M. L. ad
usum testu'.

Ad hanc Curiam W. L. vbi una Customar' tenen' hujus Manerii in ap'te Curia sursu'reddidit in manus Domini Manerii predicti p virgam p manus & acceptionem Beneschalli predicti unum Cotagium Customar' cum p'tin' jacen' p'pe Wiceldmill Ad opus & usum testu' & ultime voluntatis ipsius W. & tal' p'son' & talium p'sonarum & tal' status & statuum qual' idem W. in & p eandem voluntatem nominabit limitabit & appunctuabit, &c.

Relaxatio
S. ad C.
pro 120 l.

Ad hanc Curiam W. C. & J. C. p'p' tulit hic in Cur' quoddam script' Acquiescencie Ave Relaxationis A. B. Crewe
crui

tritis testam^{to} & ult^{ima} voluntatis R. S.
testificand^{um} receptionem summe Centum &
viginti librarum legalis monete Anglie
in plenam solutionem exonerationem &
satisfactionem cuiusdam Conditionis con-
tent^{ur} in quadam sursumreddit^u fact^o septi-
mo die Aprilis Anno Domini Millesimo
secentesimo septuagesimo Ideo iidem W.
& J. sunt inde quieti, &c.

Ad hanc Curiam J. W. Filius & H^{er}es ^{Admissio}
res J. W. humillime per ^{se} se admitti^{J. W.}
tenend^{um} viginti & septem acras terre cum
pertin^{entia} unde pars est Heriotabil^{is} que fuer^{at}
p^{oss}it^{ur} in Mortgagio p^{er} p^{re}dictum J. W. Pa-
trem ejus curdam C. B. p^{er} summa Cen-
tum librarum Que quidem Centum lib^{re}
solut^{ur} sunt p^{ro}fat^{ur} C. B. unacum fine vi-
ginti & quatuor librarum quas p^{re}dictus
C. antehac solvit Domino hujus Maner-
ii sup^{er} mortem p^{re}dicti J. W. p^{re}is Cui
Dominus p^{er} Seneschallum concecit & li-
berabit inde seisinam p^{er} virgam Habenti
p^{re}dict^{ur} viginti & septem acras terre cum
pertin^{entia} p^{ro}fat^{ur} J. W. Filio Heredibus & Al-
liis suis imp^{er}petuum ad voluntatem Do-
mini secundum consuet^{udinem} Manerii p^{re}dicti p^{er}
reddit^{um} & servic^{ium} inde prius debet^{ur} & de
jure consuet^{udinem} Et dat^{ur} V^{er}o nihil p^{ro} fine
Quia finis p^{re}ntea solut^{us} fuit Domino p^{er}
p^{re}dict^{ur} C. B. Et admissus est inde tenens,
&c. Postea in eadem Curia p^{re}dictus C.
B. remisit & relaxabit p^{er} se & Heredibus
suis p^{ro}fat^{ur} J. W. & Hered^{ibus} suis totum jus
titulum clameum & interesse sua de & in
ten^{entia} p^{re}dictis cum pertin^{entia}, &c.

E e

Postea

Postea J. W. existens etatis sexdecim
Annoꝝ & non amplius Dominus ex as-
sensu suo commisit Custodi tam corporis
quam terre p̄dicta' A. W. Mar' ejus quos-
usque p̄benerit ad etatem viginti & unius
Annoꝝ Et inde ad reddend' compm', &c.

Ad hanc Curiam Homag' p̄sent' qđ E. M.
vix una Customar' tenend' hujus Manerit
citra ultimam Curiam & ante hanc Curiam
obit scil' de uno Customar' Cotag'
cum p̄tin' ten' de Domino hujus Manerit
Et quia null' ven' admitti tenen' ad
Cotagium p̄dicta' cum p̄tin' Ideo prima
Proclamatio facta' fuit qđ si null' ven' ad-
mitti tenen' ad Cotagium p̄dicta' cum p̄tin'
qđ tunc Dominus Manerit p̄dicti sciret
Cotagium p̄dicta' cum p̄tin' in manus suas
pprias p̄ defectu tenen', &c.

Obit' R. S.

Ad hanc Curiam Homag' p̄sent' qđ R.
S. nup unus Customar' tenen' hujus Ma-
nerit citra ult' Cur' & ante hanc Curiam
obit scil' de uno Messuagio & quadra-
gint' aeris terre cum p̄tin' Periotabil'
unde accidit Domino tria Periot' Et sup
hoc aduciatores (Anglice the Trustees)
qui admisi fuer' tenen' ad resita p̄dictas
cum p̄tin' in fiducia p̄stat' R. primo vo-
cat' sunt ad faciend' scā' & serbit' sua se-
cundum consuetudin' Manerit, &c. Et non
compuerunt Ideo cor' prima default' re-
cordatur, &c.

Maner'

Maner' de S. } ff. Curia Baronis W. S. Milic' Domini Regis servien' ad legem ten't coram J. S. Gen' Senescallo ibidem primo die Octobris Anno Regni Domini, &c.

Essex' T. A. J. A. T. C. Gen. D. C. Gen. N. W. Jun.

T. B. S. B. Gen. W. T. D. A. R. B. Gen. J. A. R. A. Quilibet eorum quia non comperuit ad hanc Curiam ad faciend' sectam ad hanc Curiam amerciatur per Homag' ad sex denar' prout super eorum separal' Capitibus.

Homag'	{	W. C.	Jur'	{	R. W.	Jur'
		J. C.			P. M.	
		J. S.			N. M.	
		J. M.			G. R.	
		J. B.			G. C.	

Ad hanc Curiam Homag' present' quod *Sursumred' in manus 2 Tenentium.*
 T. A. unus Customar' teneu' hujus Manerii citra ultimu' Cur' & ante hanc Curiam scilicet vicesimo sexto die Augusti ult' p'eterit' sursumredd' in manus Domini hujus Manerii per manus T. B. (loco Ballii Domini in presentia R. W. & G. R. duorum Customar' teneu' hujus Manerii id testan') secund' cons' Manerii p'edict' totum illud Messuagium sive tene-
 E e 2 cum.

tum (vocat' Godwins) sive quocunque al
nōre sive nōib' idem vocat' sive cogn' ex
istit una cum omnibus extradomibus edifi
ciis structur' horreis stabulis atriis hortis
gardinis & viginti & quatuor acris terre
Customar' sive plus sive minus eidem
spectan' sive pertinen' prout eadem sunt
situa' jacent' & exist' in Parochia de S.
& modo vel nuper in tenura sive occu
patione S. C. sive Magn' suorum Ad. &
pus & usum P. S. Heres & Magn' su
rum imperpetuū Super qua idem P.
licet super primam Proclam' solemnit'
eraa' fuit ad comparend' in Cur' & ad
mittend' esse tenen' ad teūta p'edia' cum
pertin' non ven' sed default' fecit Ideo
prima ejus default' recordatur, &c.

Obi' L. M.

Cum ad Cur' Baronis tent' pro Ma
nerio p'edia' hic scilicet die Lune octavo
die Januarii Anno Regni dicti Domini
Regis nunc vigesima tertio per Thoma
gium presentat' fuit quod E. M. vid
nup una C. stomar' tenen' hujus Manerii
citra ultimam Cur' & ante hanc Cur'
obiit scit' de una Customar' Cotagio
cum pertin' tent' de Domino hujus Ma
nerii Et quia null' ven' admitti tenen'
ad Cotagiū p'ediū Ideo adtunc prima
Proclam' facta fuit quod si null' ven' ad
mitti tenen' ad Cotagiū p'd cum pertin'
qd' tunc Dominus p'edia' seiret Cotagiū
p'diū cum pertin' in manus suas prop'
pro defectu tenen' &c. prout per Rotul
istius Cur' plenius apparet Modo ad
hanc Cur' ven' L. M. filius & Heres
p'ed' E. etatis decem & septem Annoꝝ
vel

bel eo circit' & humillime pet' se admitti
 tenend' ad Tenementa p'dia' modo criss' ^{Infant.}
 tria Cotagia jacent' prope Weald Church-
 Yard, cui Dominus per Seneschallum
 concepit & liberavit inde seisinā per virgā
 Habend' & tenend' sibi & Heredibus suis
 ad voluntatem Domini secundum consuet'
 Manerii p'dia' Et dat' Domino de Fine ^{Fine x l.}
 put patet in Margine admissus est inde
 tenend' sed facili' respectuatur quousq', &c.

Postea Dominus seden' Cur' commisit
 Custod' terrarū & censurā p'dia' ex assensu
 ipsius A. cuida J. F. Gardiano ipsius ^{Guardian.}
 L. quousq' p'dia' L. atting' ad plenā etatē
 & deinde reddere comput' &c.

Homagiū present' quod C. H. unus ^{Present}
 Customar' tenend' hujus Manerii extra ^{ment for}
 ultimā Curia succidit separa' quasda' ^{cutting}
 quantitat' ligni videlt' viginti & unū ^{Wood,}
 Carea' ligni crescent' super terras Custo-
 mar' ipsius C. C. tenend' hujus Manerii
 per spaciu' quatuor' Annor' extunc proxime
 sequen' & eosdē combur' extra Maneriu'
 p'dia' contra consuet' hujus Manerii.

Quilibet tenend' qui non comperuit ad ^{Amercia-}
 hanc Cur' ad faciend' sextam Cur' amercia- ^{ment.}
 tur per Homag' ad sex denar'.

Maner' } ff. Cur' Baronis W. S. Milie' Domi-
 de S. } ni Regis servien' ad legem ibidem
 tent' coram J. S. Gen' Seneschallo
 ibidem.

Homagium { J. B. } Jur' { N. M. }
 { P. M. } { & }
 { S. K. } { W. R. } Jur'.

Sorsum-
 redd' S. B.
 & Uxor.

Ad hanc Cur' Homag' present' quod
 S. B. & C. Uxor ejus duo Customar'
 tenen' hujus Manerii citra ult' Cur' &
 ante hanc Cur' scilicet undecimo die No-
 vemb'is ult' preterit' vener' coram J. S.
 Gen' Seneschallo Cur' Manerii predia
 apud Camera' sua in Chancery-Lane Lond'
 (p'dia' & adtunc & ibidem existent' sola
 & cerret' examinat' p' Seneschallu' p'dia')
 & sorsumredd' in manus Domini Manerii
 p'dia' per manus & acceptance' Senes-
 challi p'dia' totum illud Messuagium libe-
 rentum Customar' & Heriotabil' cum per-
 tiu' vocat' Putalls & septem Crosta terre
 eidem spectan' unde u'd eorundem jacet
 opposit' dicto Messuagio aliud vocat'
 Barnecroft alias Perfield aliud Streetcroft
 aliud Woodshot & duo al' vocat' Fullers
 continen' per estimationem in toto quadra-
 gini' acras plus sive minus situat' infra
 Manerium p'dia' & modo vel nuper in
 occupatione dict' S. & C. Magn' sive Al-
 lagn' suu' ad opus & usum C. A. vidue
 Heret

Hered & Magn' suoz imperpetuū Pro-
viso semper quod si p̄dia' S. Hered &
Magn' sui solvant seu solvi fac' eidem
E. R. Executoribus Administratoribus
vve Magn' suis Centum viginti septem
libras & quatuor solidos legalis monete
Anglie super duodecimū diem Novem-
bris qui foret in Anno Domini Millimo
secentesimo septuagesimo tunc sursumreddū
p̄dia' foret vacua alit' remaneret in ple-
nis vi & virtute.

Ad hanc Cur' tertia Proclam' solempnit'<sup>Tertia Pro-
clamatio.</sup> facta fuit quod P. G. Cui E. D. antehac
sursumreddū nūc Mesuagiū cū pertin'
vocat' Godwins & viginti & quatuor acras
terre Customar' eidem pertin' prout patet
per Rotul' Cur' hujus Manerii teni' hic
primo die Octobris ult' p̄terit' ven' hic
in Cur' admitti tenen' ad tēta p̄dia'
cum pertin' sed ipse idem P. licet solemp-
nit' exact' non comperuit ad hanc Cur'
sed defalt' fec' Ideo ejus tertia defalt' re-
cordatur Et super hoc p̄cept' est Wallia
hujus Manerii qđ sciret tēta p̄dia' cū
pertin' in manus Domini Manerii p̄dia'
pro defectu tenen'.

Maner' } ff. Curia Baronis W. S. Mil', &c.
de S--- } Domini Manerii predicti ibidem
 tent' pro manerio predicto nono
 die Maii Anno Regni, &c. co-
 ram W. B. Armigero, Seneschallo
 ibid'.

Homagium	{	T. G.	}	Jur'	{	R. W.	}	Jur'.
		J. S.				J. T.		
		W. C.				H. C.		
		G. R.				R. T.		
		J. C.				H. P.		

Defait' re-
 non' Cutto-
 mar'.

Homagium present' quod R. S. Ben'
 6 d. M. P. 6 d. C. B. Ben' 6 d. S. B.
 Ben' 6 d. A. B. S. M. M. P. sunt Cus-
 tomar' tenentes hujus Manerii & debent
 sec' hic ad hanc Cur' & defalt' fecer'
 Ideo quilibet eorum in mia est prout
 patet super eorum capita.

Mia' pro
 vult. in
 bolcis.

Ad hanc Cur' presentatum est per
 Homag' quod post ultimā Cur' & ante
 hanc Cur' W. S. illicite amputabit An-
 glice hath cropped duos arbor' crescentes
 super Communiam sine licentia Domini
 Manerii pdicti Ideo ipse in mia est 6 d.
 Quodq; A. A. illicite amputabit duos
 arbores super Communiam Domini Ma-
 nerii pdicti Ideo ipse in misericordia
 6 d. Quodq; J. M. illicite amputabit di-
 versos

versas arbores super Communiam Ideo
ipse in mia' 6 d.

Item quod W. M. vidua que tenuit de <sup>Obit' D. M.
vid.</sup> Dno huius Manerii duo Cotagia sive
teneta cum pertin' jacent' prope Weald-
Church post ultimam Cur' & ante hanc
Cur' obiit sic inde scita sed qui est ejus
proximus Heres penitus ignorant Ideo
ad hanc Cur' prima Proclam' facta est
quod proximus Heres pdia' W. M. ve-
niret hic in Cur' ad capiend' pdia' duo
Messuag' sive teneta cum pertin' que ille
descend' post mortem pdia' W. M. vid' sed
nemo venit.

Et postea scilicet ad hanc Cur' ven' <sup>A. ad T
sursurrec-
torio l'us
Corditio-
ne.</sup> R. M. un' Customar' tenen' Manerii pdia'
in propria persona sua & in aperta Curia
sursurredd' in manus Dni Manerii p'p'
per virga' secundum consuet' Manerii p'di-
torum illud Messuagiū sive tenetū Customar'
vocat' Broomans alias Cheerlocks &
quinq; acr' terre Customar' sive plus sive
minus eidem Messuagio pertinen' cum
omnibus pertin' nunc in tenura p'dia'
R. M. Ad opus & usū M. T. de R. Butcher
Hered' & Assign' suorum imperpetuum Pro-
viso semper & sub hac conditione sequen'
videlicet Quod si pdia' R. M. Executores
Administratores sive Assign' sui solvant
seu solvi Causarent stat' A. T. Executori-
bus Administratozibus seu Assign' suis
plena' summa Centū viginti & septem
librar' & quatuor solidi bone & legalis
monete Anglie modo & ioma sequen' vi-
delicet

delictet tres libras & duodecim solidos
super decimū diē Novembꝛis pꝛoximū
sequen' & Centū viginti & tres libras &
duodecim solidos super decimū diē Maii
qui foret Anna Dñi Millimū sexcent' sexag
serto qđ id sursumreddito pꝛia' vacu
erit & nullius vigoꝛis alioquin remaneat
in suis pleno roboꝛe & effectu.

A. T. cogn'
Satisfactio-
nem super
sursum-
redd' Con-
ditional'.

Cum ad visū Franc' Pleg' cū Curia
Baron' teni' pꝛo Manerio pꝛia' duode-
cimo die Aprilis Anno Regni Domini
nostri Regis Caroli Secundi decimū sexto
R. M. sursumreddi totū illud Messua-
gin libe tenum Customar' voc' Broomans
altas Cheerlocks & quinqꝫ acr' terre Cul-
tomar' eidē Messuagio pꝛtinen' cum om-
nibus pꝛtin' Ad opus & usū M. C. de
P. Butcher Hered' & Assign' suoz imperpe-
tū Sub conditione qđ si pꝛia' R. M.
Hered' Executors Administratores &
Assign' sui solvant seu solvi faciant
pꝛefat' M. C. Executoribus Administra-
toribus vel Assign' suis plenā summā
Centū viginti & triū libꝛa & undecim
solidoz & quatuor denarioꝝ super vice-
simū quartū diē Aprilis qui foret in Anno
Dñi Millimo sexcent' sexagesimo quinta
Quod tunc sursumreddis pꝛia' vacua
erit alioquin remanere in suo pleno roboꝛe
& effectu Modo ad hanc Cur' venit pꝛia'
M. C. in pꝛopꝛia persona sua & cognovit
se recepisse plenā satisfactioē secundum
formā & effectum sursumreddition' pꝛia'.

Cum

Cum ad visum Franc' Pleg' cum Cur' C. cogn'
 Baron' tent' pro Manerio p'dia' duodecim^{satisfacti-}
 die Aprilis Anno Regni Dni nostri Regis^{on' super}
 Caroli Secundi decimo sexto B. C. sur-^{sursum-}
 sumredd' Totum illud jus tñsum & rever-^{redd' Con-}
 sione sua de & in uno Customar' Messuag'
 seu Tenemento & decem acris terre vocat'
 Lamb's Cross cum omnibus Horreis Sta-
 bulis Edificiis Gardinis Pomariis &
 pertin' quibuscunq; ad inde spectan' & per-
 tin' nunc in tenura J. C. vid' Harris
 p'dia' B. quando accideret post mortem
 dicte J. Ad opus & usum H. P. de S. in
 Com. Widd' Weaver Hered' & Assign' suod'
 imperpetuum Sub Conditione qd si p'dia'
 B. C. Heredes Executores Administra-
 tores sive Assignati sui solvant seu solvi-
 fac' p'fate H. P. Execut' Administ' sive
 Assign' suis plena summa Centu' & quin-
 quagint' librar' quatuordecim solidos &
 trijum denaria' modo & forma prout in
 illa conditione mentionat' Quod tunc
 sursumredd' p'edia' vacua erit alioquin
 remanere in suis plenig roboze & virtute
 Et modo ad hanc Curiam venit R. C.
 per assensum & Assign' p'edia' H. P. &
 recepit satisfactionem secundu' formam &
 effect' sursumredditionis Conditional' p'ed-
 dia' Et postea scilicet ad hanc Curiam
 venit p'edia' B. C. in propria persona
 sua & in aperta Curia sursumreddidit
 in manus Domini Manerii p'edia'
 per manus Seneschalli p'ediat' p'ce
 virga secundu' consuet' Manerii p'edia'
 Totu'

Totū illud jus titlū statū interesse & reversionem sua de & in uno Messuagio seu tenēto & decem acris terre vocat' Lamb's-Croft cum omnibus Horreis Stabulis Edificiis Hortis Pomariis & pertinen' quibuscunq; adinde septimū sive pertinet nunc in tenura J. C. vidue Matris p' G. quando acciderit post mortem dicte J. Ad opus & usū H. P. de S. in Com' Midd' Weaver Hered' & Assign' suoz imp' perpetuū Provisū semper & sub hac Conditione sequen' viz. quod si p' G. C. Hered' Executor' Administratoz' sive Assign' sui solvant seu solvi faciant p'fat' H. P. Crescutoribus Administratozibus sive Assign' suis plenam summā Centū & sexagint' & novem librarū & quatuordecim solidorū & novem denar' bone & legalis monete Anglie modo sequen' videlicet octo libras & duodecim solidos & sex denar' inde super decimū diem Maii qui foret in Anno Domini Millimo sexcent' sexag' sexto & octo libras duodec' solid' & sex denar' magis super decimū diem Maii qui foret in Anno Domini Millimo sexcentesimo sexagesimo septimo & Centum & quinquagint' & duas libras quatuordecim solid' & quatuor denar' restū inde super decimū diem Maii qui foret in Anno Domini Millimo sexcentesimo sexagesimo octavo Quod tunc sursum redditio p'edia' vacua erit & nullius vigoris alioquin remaneret in suis plenis robore & effectu.

Ad hanc Curiam compertum est per
 Thomam Ad W. C. tenens Customar' hu-
 jus Manerii citra ultimam Curiam &
 ante hanc Curiam scilicet tertio die Aprili-
 us Anno Domini Millesimo sexcentesimo
 sexagesimo quinto succumredd' in manus
 Dñi Manerii p'dict' per virgā per ma-
 nus G. R. & J. T. duorum Customar' te-
 nen' hujus Manerii secundū consuet' Ma-
 nerii p'dicti ill' duas pectas sive parcelle
 Customar' terre unam vocat' Perfield al-
 teram vocat' Long-piece simul adjacentē
 nunc in Agricultura (Anglice Tillage) a-
 buttā super angusta venella (Anglice a
 narrow Lane) ducent' ad Domum M. R.
 contra le Park-Pale Dñi Manerii p'dicta
 versus orient' & contra terram M. H.
 Gen' & M. C. Gen' versus boreal' Que
 premissa p'dicta sunt parcelle P'dicti vocat'
 Bromans nunc in tenura M. C. vid' cum
 omnibus & singulis p'dicti Acetiam omni-
 bus viis adinde ducent' Ad opus & usum
 S. H. de C. in Com' Essex' Yeoman & M.
 Hr' ejus & Hered' suorum imperpetuum Pro-
 viso semper & sub hac conditione sequen'
 videlicet qd si p'dicti W. C. Hered' Execu-
 tores Administratores sive Magis sui sol-
 vant seu solvi faciant p'fat' S. H. & M.
 Hr' ejus Executoribus Administratori-
 bus sive Magis suis apud vel in mans-
 ionib' domo dicti S. H. situat' in C. p'dicta
 summam trigint' solidorum super tertium
 diem Octobris proxime sequen' dat' hu-
 jus Cur' & similem summam triginti'
 solidorum super tertium diem Aprilis qui
 foret

C. ad H &
 Lx' ejus
 s' sumred-
 ditionis sub
 Condicio-
 ne.

belicet tres libras & duodecim solidos
super decimum diem Probembzis proxim
sequen' & Centum viginti & tres libras &
duodecim solidos super decimum diem Maii
qui foret Anna Dni Millimo sexcent' sexag
sexto qd id sursumredditio pdia' vacu
erit & nullius vigoris aliquin remaneat
in suis pleno roboze & effectu.

A. T. cogn'
satisfactio-
nem super
sursum-
redd' Con-
ditional'.

Cum ad visum Franc' Pleg' eid' Curia
Baron' tenet' pro Manerio pdia' duode-
cimo die Aprilis Anno Regni Domini
nostri Regis Caroli Secundi decimo sexto
H. H. sursumredd' totum illud Messua-
gin libe tentum Customar' voc' Brooman
alias Cheerlocks & quinq' acr' terre Cus-
tomar' eidem Messuagio pertinen' cum om-
nibus pertin' Ad opus & usum H. T. de
R. Butcher Hered' & Assign' suoz imperpe-
tuum Sub conditione qd si pdia' H. H.
Hered' Executors Administratores &
Assign' sui solvant seu solvi faciant
prefat' H. T. Executoribus Administra-
toribus vel Assign' suis plena summa
Centum viginti & tria libra & undecim
solidorum & quatuor denarioz super vicesi-
mum quartum diem Aprilis qui foret in Anno
Dni Millimo sexcent' sexagesimo quinta
Quod tunc sursumreddit pdia' vacua
erit aliquin remanere in suo pleno roboze
& effectu Modo ad hanc Cur' venit pdia'
H. T. in propria persona sua & cognovit
se recepisse plena satisfactioem secundum
formam & effectum sursumredition' pd.

Cum

“ down, and carry away, all the Timber and
 “ Trees that now are standing in two Hedge-
 “ Rows in F. L. so as the Field be cleared at
 “ or before *Michaelmas* next after the Date of
 “ the said License, and also that the said
 “ License be brought to the next Court to be
 “ enrolled.

Ad hanc Curiam Homagium predicta
 ex assensu partium viz. B. G. & R. M.
 apporcionaver' redditus terr' & tenement'
 tent' de Manerio predicta unde R. R. nup
 fuit seistus modo & forma sequen' viz. p
 uno Messuagio sive tenemento cum Do-
 mibus Atriis Gardinis & Pomariis cu
 pertin' situat' apud Pilgrims-Hatch jacen'
 prope Reg' viam ducent' a B. ad C. modo
 R. M. ad quatuor solid' & p. duodecim
 acris pasture & prati jacen' etiam ppe
 Pilgrims Hatch predicta' existen' parcelle de
 Pollards modo B. G. predicta' ad 11 s. 4 d.

Ad hanc Curiam competuim est per
 Homagiu quod R. R. tenens Customar'
 hujus Manerii citra ultimam Curiam &
 ante hanc Curiam scilicet duodecimo die
 Novemb'is Anno Dni Millesimo sex-
 centesimo sexagesimo quarto surrendit
 didit in manus Dni Manerii predicta'
 per manus E. W. Gen' (in loco Bal-
 livi & in presentia T. G. & C. D. duorum
 Customar' tenen' Manerii predicta' in
 testan') secundum consuetudinem Manerii
 predicta' totum illud Messuag' suum cum
 Domibus Portis Portis Pomariis Otis
 Communis proficuis & commoditat' qui-
 buscunq

Admissa
 N. M. ex
 sursum
 redd' R. R.

Totid illud jus titlid statid interesse & reversionem sua de & in uno Messuagio seu tenito & decem acris terre vocat' Lamb's Crofs cum omnibus Horreis Strabulis Edificiis Hortis Pomariis & pertid quibuscunq; adinde septid sive pertinet nunc in tenura J. C. vidue Harris p^r G. quando acciderit post mortem diae J. Ad opus & usid H. P. de S. in Com^o Midd^o Weaver Hered^o & Amigd^o suod im^o perpetuid Provisid semper & sub hac Conditione sequen^o viz. quod si p^r G. C. Hered^o Executoz^o Administratoz^o sive Amigd^o sui solvant seu solvi faciant p^refat^o H. P. Executozibus Administratozibus sive Amigd^o suis plenam summam Centid & sexagintid & novem librar^o & quatuordecim solidos & novem denar^o bone & legalis monete Anglie modo sequen^o videlicet octo libras & duodecim solidos & sex denar^o inde super decim^o diem Maii qui sozet in Anno Domini Millimo sexcent^o sexagesimo sexto & octo libras duodecim solidos & sex denar^o magis super decim^o diem Maii qui sozet in Anno Domini Millimo sexcentesimo sexagesimo septimo & Centum & quinquagintid & duas libras quatuordecim solidos & quatuor denar^o resid^o inde super decim^o diem Maii qui sozet in Anno Domini Millimo sexcentesimo sexagesimo octavo Quod tunc sursumredd^o tio p^redia^o vacua erit & nullus vigoz^o alioquin remaneret in suis plenis robore & effectu.

Ad hanc Curiam compertum est per
 Homag. Ed. W. C. teneus Customar' hu-
 jus Manerii circa ultimam Curiam &
 ante hanc Curiam scilicet tertio die Apri-
 lis Anno Domini Millesimo sexcentesimo
 sexagesimo quinto succurreb'd in manus
 Dñi Manerii p'dia' per viam per ma-
 nus G. R. & J. T. duoz Customar' te-
 nen'd hujus Manerii secundu' consuet' Ma-
 nerii p'dia' ille duas p'tias sive parcelle
 Customar' terre unam vocat' Peefield al-
 teram vocat' Long-piece simul adjacen-
 tunc in Agricultura (Anglice Tillage) as-
 buttan super angusta venella (Anglice a
 narrow Lane) ducent ad Domum M. R.
 contra le Park-Pale Dñi Manerii p'dia'
 versus orient' & contra terram M. H.
 Gen & M. C. Gen versus boreal' Que
 premissa p'dia' sunt parcelle P'dii vocat'
 Bromans nunc in tenura M. C. vid' cum
 omnibus & Angulis p'nt' Accetiam omni-
 bus viis adinde ducent Ad opus & usum
 S. H. de C. in Com' Essex' Yeoman & M.
 Hr' ejus & Hered' suoz imperpetuum Pro-
 viso semper & sub hac conditione sequen-
 videlicet qd a p'dia' W. C. Hered' Execu-
 tores Administratores sive Amig'd sui sol-
 vant seu solvi faciant p'fat' S. H. & M.
 Hr' ejus Executoribus Administrato-
 ribus sive Amig'd suis apud vel in man-
 sion & domo dia' S. H. Quat' in C. p'dia'
 summam trigint' solidos super tertium
 diem Octob' p'xime sequen' dat' hu-
 jus Cur' & similem summam trigint'
 solidos super tertium diem Aprilis qui
 foret

C. ad H. &c
 Ux' ejus
 s. assumpt-
 a ditto sub
 Condicio-
 ne.

foret in Anno Dñi Millimo sexcentesimo sexagesimo sexto & similem summam triginta solidos super tertium diem Octob' proxime sequen' & similem summam triginta solidos super tertium diem Aprilis qui foret in Anno Domini Millimo sexcentesimo sexagesimo septimo Accetiam plenam summam quinquaginta librar' & triginta solidos super tertium diem Octobris tunc proxime sequen' Ad tunc sursum redditus p'dicta erit vacua alioquin remaneret in suis plenis roboze & virtute.

Licentia C.
ad succi-
dend' ar-
bores.

Ad hanc Curiam compertum est per Homagium qd Dominus Manerii p'dict' circa ult' Curiam & ante hanc Curiam scilicet quarto die Maii Anno Dñi Millimo sexcentesimo sexagesimo quinto concessit licentiam W. C. ad amputand' (Anglice to Lop) viginti & quatuor arbores Accetiam ad succidend' quatuor arbores vocat' Dotards illas abinde asportand' & vendend' Ita quod p'dicta' W. protulit Licentiam p'dicta' ad proxim' Cur' irrituland'.

Licenc'
J. W. ad
succidend'
arbores.

Accetiam ad hanc Curiam compertum est Quod Dominus Manerii p'dict' concessit Licentiam J. W. circa ultimam Curiam & ante hanc Curiam scilicet decimo septimo die Decembris Anno Domini Millimo sexcentesimo sexagesimo quarto ad succidend' arbores in his Anglican' verbis sequen'. "I do give Licence to J. W. one of my customary Tenants of my Manor of S. to fell, fell, cut down

“ down, and carry away, all the Timber and
 “ Trees that now are standing in two Hedge-
 “ Rows in F. L. so as the Field be cleared at
 “ or before *Michaelmas* next after the Date of
 “ the said License, and also that the said
 “ License be brought to the next Court to be
 “ enrolled.

Ad hanc Curiam Homagium predia'
 ex assensu partium viz. B. G. & P. M.
 apporcionaver' redditus terr' & tenement'
 tent' de Manerio predia' unde R. R. nup
 fuit seistus modo & forma sequen' viz. p
 uno Messuagio sive tenemento cum Do-
 mibus Acriis Gardinis & Pomariis cu
 pertid' situat' apud Pilgrims-Hatch jacent
 prope Reg' viam ducent' a B. ad C. modo
 P. M. ad quatuor solid' & p. octodecim
 acris pasture & prati jacent' etiam ppe
 Pilgrims Hatch predia' cristen' parcell' de
 Pollards modo B. G. pdia' ad 11 s. 4 d.

Ad hanc Curiam compertum est per
 Homagiu' quod R. R. tenens Customar'
 hujus Manerii circa ultim' Curia &
 ante hanc Curia scilicet duodecimo die
 Novemb'is Anno Dñi Millimo sex-
 centesimo sexagesimo quarto sursum red-
 didit in manus Dñi Manerii predia'
 per manus G. M. Gen' (in loco Bal-
 livi & in presentia C. G. & C. D. duor'
 Customar' tenen' Manerii predia' id
 testan') secund' consuetudinem Manerii
 pdia' totum illud Messuag' suum cum
 Domibus Hortis Pomariis Otis
 Communis proscuis & commoditat' quib'
 buscunq'

Admissa
 N. M. ex
 sursum
 redd' R. R.

nerii p̄dicti Et in quibus idem F. S. non
habet ingressum nisi post disseinam quam
J. P. inde injuste & sine Iudicio p̄lat'
D. J. infra triginta Annos jam ult'
elaps' fecit Et unde dicit qđ ipsemet fuit
seisitus de tenementis p̄dictis cum p̄t̄m
in Dominico suo ut de Feodo & jure
tempore pacis tempore Dñi nuper Re-
gis Caroli Primi & Dñi Regis nunc
capiend' inde exple' ad valenc', &c. Et in
quibus, &c. Et inde producit sextam, &c.

Et sup hoc p̄dict' F. S. in p̄p̄ persona
sua venit & defend' jus suum quando
do, &c. Et vocat inde ad Warr' p̄dict' S.
W. qui p̄sens hic in Curia gratis tēta
p̄dicta cum p̄t̄m ei warrant'.

Et sup hoc p̄dict' D. J. petit versus
p̄dict' S. W. tenend' p̄ Warr' suam tē-
ta p̄dicta cum p̄t̄m in forma p̄dicta Et
unde dic' qđ ipsemet fuit seisit' de tē-
tis p̄dicta cum p̄t̄m in Dominico suo ut de
feodo & jure ad voluntat' Domini secun-
dum consuetud' Manerii p̄dicta tempore
pacis tempore Domini Regis Caroli Pri-
mi & Domini Regis nunc capiend' inde
exple' ad valenc', &c. Et in quib', &c.
Et inde p̄ducit sextam, &c.

Et sup hoc p̄dict' S. W. tenens p̄ Warr'
suam venit & defend' jus suum quando
&c. Et ulterius vocat inde ad Warrant'
J. C. qui s'lit' p̄sens est hic in Curia
p̄pria p̄sona sua Et gratis tēta p̄dicta
cum p̄t̄m ei warrantizat.

Et sup hoc p̄dict' D. J. pet' versus
lat' J. C. tenend' p̄ Warr' suam tenement'
p̄dicta cum p̄t̄m in forma p̄dicta Et unde
dicit qđ ipsemet fuit seisitus de tētis
p̄dicta

predia' cum pñm in Dominico suo ut de feodo & jure ad voluntatem Dñi secundum consuet' Manerii predia' tempore pacis tempore nup Dñi Regis Caroli Primi & Dom Reg' nunc capiend' inde exple' ad valenc', &c. Et in quib', &c. Et inde producit secam, &c.

Et sup hoc pñm J. C. tenens p Marc' suam predia' in ppñ persona sua venit hic in ista eadem Curia & defend' ius suum quando, &c. Et dicit qđ predia' J. P. non disseisibit pñm D. J. de testis pñm cum pñm prout idem D. J. per brebe & narrationem sua predia' superius suppon' Et de hoc pon' se sup Homagium Cur' Manerii pñm Et pñm D. J. pet' licenc' inde interloquendi hic usq' ad horam secundam post meridiem ejusdem diei & ei conceditur, &c. eadem hora dat' est pñm J. C. hic, &c.

Et postea scilicet ad predia' horam secundam post meridiem ejusdem diei idem D. J. revenit hic in Cur' in ppñ pñm sua Et predia' J. C. licet solempnit' exat' non revenit sed in contempt' Cur' recessit & defalt' fecit Ideo secundum consuet' Manerii pñm consideratum est per Curiam hic qđ pñm D. J. recuperet sct' ad suam versus pñm f. S. de testis pñm dia' cum pertin' pñm & Tenend' eid' D. J. & Hered' suis ad voluntatem Dñi secundum consuet' Manerii pñm quiet' de pñm f. S. & Heredib' suis imperpetuum Et qđ idem f. S. habeat de terra pñm S. B. ad valenc' &c. infra, &c. Et qđ idem S. B. ulterius habeat de terra

ris predia J. C. ad valenc, &c. inter
 &c. Et qđ idem J. C. sit in misericordia
 &c. Et sup hoc p̄d̄ D. J. petit p̄ceptū
 Ministro Cur' Manerii p̄d̄ dirigendū de
 habere fac' ei plenar' seisinam de & in
 tētis p̄d̄ cum p̄t̄ & ei conceditur re-
 cognabile hic indilate, &c.

Et postea scilicet isto eodem die venit
 hic in Cur' minister Cur' p̄d̄, viz. C.
 S. Wallibus ibidem & recognat' p̄ceptum
 p̄d̄ ubi inde direc' in omnib' serbitum
 & in forma juris execut' videlicet qđ ipse
 virtute p̄cepti p̄d̄ isti eodem die ha-
 bere fecit dic' D. J. plenar' seisinam de
 & in tētis p̄d̄ cum p̄t̄ sic recuper-
 rat' prout ei superius mand' fuit. Et sup
 hoc modo ad istam eandem Curiam venit
 p̄fat' D. J. in p̄pria p̄sona sua & hu-
 milit' petit se admitti ad p̄missa p̄d̄
 cum p̄t̄ secundum formam & ef-
 fectum recuperationis p̄d̄ Et Dñs
 Manerii p̄d̄ in plena executione recu-
 perationis p̄d̄ & secundum consuetud'
 Manerii p̄d̄ p̄ Seneschallum suum
 p̄d̄ concessit ei inde seisinam p̄ virgam
 Hend' & Tenend' omnia & singula p̄missa
 p̄d̄ cum p̄t̄ p̄fat' D. J. Heredib' &
 Assign' suis de Dño p̄ virgam ad voluat'
 Dñi secundum consuet' Manerii p̄d̄ p̄
 redditus servit' & consuetud' inde prius
 debir' & de jure consuet' deditoꝝ Dño
 de fine, &c. admissus est inde tenens se-
 rtoꝝ Dño fidelitatem.

Et postea scilicet ad eandem Curiam
 vener' predicti F. S. S. B. & J. C. in p-
 priis personis suis & hic in aperta Cur'
 sursumreddidit p virgam in manus Dñi
 Manerii predicti per manus Beneschalli
 sui omnia & singula premissa predicta cum
 pertinentiis Ad opus & usum dicti D. J. He-
 red' & Aliquid suorum imperpetuum. Et
 ulterius p se Heredibus Executoribus &
 Administratoribus suis & eorum quolibet
 separatim & respective plene libere & ab-
 solute remiser' relaxaver' & imperpetuum
 quiete clamaver' pstat' D. J. in plena &
 pacifica possessione & seisinam sua existente
 Heredibus & Aliquid suis totum jus stat'
 titulum interesse clam & demand sua que-
 cumque ipsorum pstat' F. S. S. B. & J. C.
 & eorum cujuscumque de in vel ad premissa p-
 dicta cum pertinentiis vel aliqua partem
 sive parcellam inde necnon omnes & om-
 nimodum errorem & errores causam & causas
 erroris & errorum mispissiones defectus &
 erroneos processus quocumque & qualitercum-
 que habet' commisit' omisit' permisit' seu
 perpetrat' in quere' p'lit' process' Iudicio &
 executione supradicta vel eorum aliquo.

Et postea predicta D. J. ad istam eun-
 dem Curiam venit in proprio persona sua &
 in aperta Cur' sursumreddidit in manus
 Dñi Manerii predicti per manus dicti Be-
 neschalli per virgam secundum consuetudinem
 Manerii predicti omnia & singula premissa
 predicta cum pertinentiis sicut in forma predicta recu-
 perat' ad opus & usum S. B. predicti & C.

Admissio
 S. B. & C.
 G.

Et, quam dia' S. B. (Deo dante) duceret in uxorem p & duram vit' eorum & alterius eorum diutius dibeñ & Heredibus de corpore dia' S. de corpore diae C. B. legitime pcreand & p defectu talis exitus remanere inde pred' S. B. & Heredibus suis imperpetuum. Qui quidem dia' S. B. & C. B. plentes hic in Curia humiliter petunt se admitti ad pmissa pred' cum pertiñ secundum formam & effectum succumreditionis pdiae quibus Dominus Manerit pdia' per Seneschallū suum pdia' concessit & liberabit inde seisinam per virgam vend' & Tenend' pstat' S. B. & C. B. p & duram vita eorū & alterius eorū diutius dibeñ & Heredibus de corpore pdia' S. B. de corpore diae C. B. legitime pcreand' Et p defectu talis exitus remanere inde pdia' S. B. & Heredibus suis imperpetuum de Dño per virgam ad voluntatem Dñi secundum consuet' Manerii pdia' per redditus, servicia & consuet' inde prius debet' & de jure consuet' & dant Dño de fine octoginta libras & admisi sunt inde tenentes feceruntq; Dño fidelitat'.

Sarsam:
reddicio S.
B. ad usum
ult' volunt'.

Et etiam ad hanc Curia vend' S. B. pdia' Gen' qui tenuit ubi & Heredibus suis de Dño hujus Manerii per virgam ad voluntatem Dñi secundum consuet' Manerii pdia' unum Messuagium Ave Tenementū cum dimidio virgat' terre Customar' & Herior' necnon unū Croftum terre vocat' Great Swaynes continē per estimationem quinq; acras terre ac etiam
res.

predia' cum ptiis in Dominico suo ut de Feodo & jure ad voluntatem Dñi secundum consuet' Manerit predia' tempore pacis tempore nup Dñi Regis Caroli Primi & Dom Reg' nunc capiend' inde exples' ad valenc', &c. Et in quib', &c. Et inde producit secam, &c.

Et sup hoc pdia' J. C. tenens p Warr' suam predia' in ppd persona sua venit hic in ista eadem Curia & defendi' jus suum quando, &c. Et dicit qd predia' J. B. non disseisavit pdia' D. J. de testis pdia' cum ptiis prout idem D. J. per h'rebe & narrationem sua predia' superius suppon' Et de hoc pon' se sup Homagium Cur' Manerii pdia' Et pdia' D. J. pet' licenc' inde interloquendi hic usq; ad horam secundam post meridiem ejusdem diei & ei conceditur, &c. eadem hora dat' est p'res J. C. hic, &c.

Et postea scilicet ad predia' horam secundam post meridiem ejusdem diei idem D. J. revenit hic in Cur' in ppria p'sona sua Et predia' J. C. licet solempnit' erat' non revenit sed in contempt' Cur' recessit & defalt' fecit Ideo secundum consuet' Manerii pdia' consideratum est per Curiam hic qd pdia' D. J. recuperet scilicet suam versus p'fat' F. S. de testis pdia' cum p'tin' h'end' & Tenend' eid' D. J. & Hered' suis ad voluntatem Dñi secundum consuet' Manerit p'red' quiet' de p'red' F. S. & Heredib' suis imperpetuum' Et qd idem F. S. habeat de terris p'fat' S. B. ad valenc' &c. infra, &c. Et qd idem S. B. ulterius habeat de terris

Maner' de } ff. Cur' Baronis A. B. Militis Do-
 S-- } mini Manerii pred' ibidem
 tent' pro Manero predict' vi-
 cesimo secundi die Januarii
 Anno Regni, &c. coram W.
 B. Armigero, Seneschallo ibi-
 dem.

Homagium { T. G. } Jur' { J. C. }
 { H. L. } { P. G. }
 { R. W. } & { }
 { T. D. } { G. R. }

Nomina
 Tenen'.

Homagium pdict' super sacram' suu' p-
 sent' qd ff. S. Gen 6d. M. P.
 Gen 6d. G. B. Gen 6d. S. B. Gen
 6d. A. B. Gen' 6d. G. H. 6d. A. B.
 6d. D. C. 6d. L. M. 6d. C. J. 6d.
 Gen H. A. 6d. sunt Customar' tenen'
 hujus Manerii & debent legem hic ad
 hanc Curiam & default' fecer' Ideo quili-
 bet eorum in mia est put patet sup eor
 Capita.

Mia' pro
 boscu.

Item ad hanc Curiam p'sentat' est per
 Homagium qd post ultimam Curiam &
 ante hanc Curiam J. R. amputabit (An-
 glisce hath lopped) duos arbores crescen'
 sup communiam Dñi sine Assignatione
 Woodwardi Ideo in misericordia est
 3 s. 4d. Et qd ff. p. amputabit ut su-
 pra unam arbozem ideo ipse in mia est
 6d.

Ad

Et postea scilicet ad eandem Curiam
 vener' p'dicti F. S. S. B. & J. C. in p-
 priis p'sonis suis & hic in aperta Cur'
 succumreddidit p' virgam in manus Dñi
 Manerii p'dicti per manus Beneschalli
 sui omnia & singula p'missa p'dicta cum
 p'ctis Ad opus & usum dicti D. J. He-
 red' & Assign' suorum imperpetuum. Et
 ulterius p' se Heredib' Executoribus &
 Administratozibus suis & eorum quolibet
 separatim & respective plene libere & ab-
 solute remiser' relaxaver' & imperpetuum
 quiete clamaver' p'fat' D. J. in plena &
 pacifica possessione & seisin' sua existente
 Heredibus & Assign' suis totum jus stat'
 titulum interesse clam' & demand' sua que-
 cumq; ipsorum p'fat' F. S. S. B. & J. C.
 & eorum cujuscumq; de in vel ad p'missa p-
 dicta cum pertinentiis vel aliqua partem
 sive parcellam inde necnon omnes & om-
 nimod' errorem & errores causam & causas
 erroris & errorum misp'isiones defectus &
 erroneos p'cessus quocumq; & qualitercum-
 que habet' commisit' omisit' permisit' seu
 ppetrat' in quere' p'fat' p'cess' Iudicio &
 executione supradicta vel eorum aliquo.

Et postea p'dicta D. J. ad istam cur-
 dem Curiam venit in p'p'ia persona sua &
 in aperta Cur' succumreddidit in manus
 Dñi Manerii p'dicti per manus dicti Be-
 neschalli per virgam secundum consuetud'
 Manerii p'dicti omnia & singula p'missa
 p'dicta cum p'ctis sicut in forma p'dicta recu-
 perat' ad opus & usum S. B. p'dicti & C.

Admissio
 S. B. & C.
 G.

Et, quam diu S. B. (Deo dante) duceret in uxorem p & duram vit' eorum & alterius eorum diutius videri & Heredibus de corpore dia' S. de corpore diae C. G. legitime pcreand' & p defectu talis exitus remanere inde pced' S. B. & Heredibus suis imperpetuum. Qui quidem dia' S. B. & C. G. presentes hic in Curia humiliter petunt se admitti ad pmissa pced' cum pertinet secundum formam & effectum summredictionis pdate quibus Dominus Manerii pda' per Seneschallum suum pda' concessit & liberabit inde seisinam per virgam vend' & Tenend' pcat' S. B. & C. G. p & duram vita eorum & alterius eorum diutius videri & Heredibus de corpore pda' S. B. de corpore diae C. G. legitime pcreand' Et p defectu talis exitus remanere inde pda' S. B. & Heredibus suis imperpetuum de Dño per virgam ad voluntatem Dñi secundum consuet' Manerii pda' per redditus, servicia & consuet' inde prius debet' & de jure consuet' & dant Dño de fine octoginta libras & admitti sunt inde tenentes feceruntq; Dño fidelitat'.

Superius
reddidit S.
B. ad usum
Dñi volunt'

Et etiam ad hanc Curiam venit S. B. pda' Ben qui tenuit sibi & Heredibus suis de Dño hujus Manerii per virgam ad voluntatem Dñi secundum consuet' Manerii pda' unum Messuagium sive Tenementum cum dimidio virgat' terre Customar' & Herior' necnon unum Croftum terre vocat' Great Swaynes continend' per estimationem quinque acras terre ac etiam tres.

S. in Com Essex' modo in occupatione
 T. R. & R. N. pdia' simul cum un' al
 Customar' Cotag' sive tenemento cum p'p'io
 modo in occupatione R. N. Ad opus &
 usum S. R. de D. in Com pdia' & Heredes
 suos imperpetuum Proviso semp & sub
 hac conditione sequen' quod si pd R. N.
 Heredes Executors Administratores sive
 Alii sui solvant seu solvi causarent
 p'fat' S. R. Executoribus Administrato-
 ribus sive Aliis suis plenam summam
 Centum & viginti & septem librarum &
 quatuor solidi bone & legalis monete
 Angl' in vel super decimum quartum diem
 Aprilis qui foret in Anno Dni Millesimo
 sexcentesimo sexagesimo sexto in vel apud
 mansionalem Dom' pdia' S. R. utuat' in
 D. pdia' tunc sursumreddit' predia' erit
 vacua alioquin remanere in plen' roboze &
 virtute.

Maner' } ff. Curia Baronis A. B. Militis, Do-
de S.--- } mini Manerii predicti ibid' Tene-
decimo sexto die Februarii An-
no Regni Domini nostri, &c.
coram W. B. Arm' Seneschallo
ibidem.

Homagium { H. L. Gen. } { G. R. }
 { J. S. } { J. T. }
 { W. C. } { & } { Jur' }
 { R. A. } { P. G. }

Defalt' te-
nen'.

Ad hanc Curiam Homag' pdict' present'
sup sacram' suum qd R. S. Gen 6 d.
C. C. Gen. M. P. Gen. S. B. Gen.
A. B. Gen. S. W. Gen G. A. Gen.
R. B. A. W. Gen J. W. A. W. Gen
J. W. Iud & F. C. Gen sunt tenen' Dñi
Manerii predicti Et debent sciam hic ad
hanc Curiam & fecer' Defalt' Ideo qui-
libet eor' in mia' est prout patet sup eor'
capita.

Obie A. R.
& secunda
Proclam'.

Ad hanc Curiam secunda Proclamatio
facta est quod proximus Heres M. R.
vidue modo defunct' veniret hic in Cu-
riam ad capiend' medietat' duorum Mes-
suagiorum sive tenement' & quoddecim
acrat' terre cum pertin' que ei discend'
p mortem dñe M. R. sed non venit;

Ad hanc Curiam compertum est p^{er} Ho-
magium qd^{am} A. R. vid^{elicet} Customar' tene^{re}
hujus Manerii post ultimam Curiam &
ante hanc Curiam obiit scilicet de medietate
duorum Messuagiorum sive Tenement' &
duodecim acras terre cum ptinen^{da} sed quis
est p^{ater} Heres penitus ignorant Ideo ad
hanc Cur' prima Proclam^{atio} facta est qd^{am}
Heres p^{ro}dia' A. R. veniat hic in Cur' ad
capiend^{um} p^{ro}missa p^{ro}dia' que illis descendit
post mortem p^{ro}dia' A. R. sed nemo ve-
nit.

Obit. A. R.
& prima
Proclam^{atio}.

Ad hanc Curiam secunda Proclam^{atio} facta
est qd^{am} p^{ro}ximus Heres A. M. vid^{elicet} ve-
niet hic in Curia ad capiend^{um} duo Co-
tag sive Tenement' que ei descend^{unt} post
mortem p^{ro}dia' A. M. sed nemo venit.

Secunda -
Proclam^{atio}
post mort^{em}
A. M.

Acetiam compert^{um} est per Homagium
p^{ro}dia' qd^{am} T. D. qui de D^{omi}no hujus Ma-
nerii tenuit sibi & Heredibus suis per vir-
gam ad voluntatem D^{omi}ni secundum con-
suet^{udinem} Manerii p^{ro}dia' und^e Customar' tene-
ment^{um} sive Cotag jacens super South-
weald Common prope Wealdside-Mill in Pa-
rochia de S. Acetiam unam parcell^{am} ter-
re eidem perti^{net} modo in tenura de A.
M. post ultimam Curiam & ante hanc Cu-
riam scilicet primo die Augusti Anno D^{omi}ni
M^{ille}mo sexcentesimo sexagesimo quinto
sursum reddit^{um} in manus D^{omi}ni Manerii p^{ro}-
dia' per manus G. D. loci Ballivi in
p^{re}sencia H. R. & G. R. duorum Customar'
tene^{re} Manerii p^{ro}dicti id testan^{tur} secun-
dum

Admissio
J. S. ex
Sursum-
redd^{um} T. D.

dum consuetud' ejusdem Manerii p'dia' Meluag' sive tenement' cum omnibus domibus edificiis acris hortis gardinis pomariis Acetiam p'dia' parcelлам terre continend' p' estimationem unam ac' sive plus sive minus cum omnibus & singulis pertind' Ad opus & usum J. S. de G. in Com' Essex' & Hered' & Assign' suorum imperpetuum Qui quidem J. S. p'fens hic in Cur' humiliter petit se admitti Cui Dñus Manerii p'dia' per Seneschallū suum p'diaum concessit inde seignam per virgam secundum consuetud' Manerii p'dia' Vend' & Tenend' omnia & singula p'missa p'dia' p'lat' J. S. Hered' & Assign' suis imperpetuu' p' redditus servicia & consuet' inde prius debita & de jure consuet' Et admissus est inde tenens & dat Duo de fine septem lib'ā secutur' Dño fidelitat'.

R. A. ad
S. K. Sur-
femredd'
Conditio-
nal'.

Ad hanc Curiam compertum est p' eos magnum p'dia' qd' R. A. unus Customar' teneñd' hujus Manerii extra ult' Curiam & ante hanc Curiam scilicet nono die Mart' extra Cur' sursum reddidit in manus Dñi Manerii p'dia' per manus G. D. in loco Ballivi & in presentia T. G. & G. R. duorum Customar' teneñd' Manerii p'dia' id testat' secundum consuetud' Manerii p'dia' totum illud Customar' Meluag' sive tenement' vocat' Brewers sive quocunque alio nomine cognoscitur cum omnibus pomariis Gardinis domibus edificiis & tres accras Customar' terre eidem spectand' situat' & existend' in

hujus Cur' acetiam novem solid' magis
inde super decimum quartum diem Febru-
arii qui foret An^o Dñi 1666 Acetiam no-
vem solidos magis inde super decimum
quintum diem Augusti tunc proxime se-
quen^d Acetiam quindecim libras & novem
solidos remaner' inde super decimum sex-
tum diem Februarii qui foret An^o Dñi
1667 apud mansionalem Dom^u M. P. vi-
sue licuat' in R. pdia' Quod tunc sur-
sumreddu' pdia' erit vacuo alioquin re-
maneat in suis plen^e roboris & virtute.

Ad hanc Curiam compartum est p^{er} Ho-
magium qd^o J. C. unus Customar' teneⁿ
hujus Manerii citra ultimam Curiam &
ante hanc Cur' scilicet tricesimo die Janu-
arii An^o Dñi Millesimo sexcent^o sexages-
quinto ext' Cur' sursumreddu' per virg'
in manus Dñi Manerii pdia' per manus
R. B. loco Ballivi & in p^{re}sencia R. W. &
M. B. duor^u Customar' teneⁿ hujus Ma-
nerii id testan^r secundum consuet^u Ma-
nerii qd^o totas illas quinque pecias sive
parcell^{as} Customar' terre cum parvo bosco
adiinde contigue adiacen^t continen^t p^{er} esti-
mation^{em} sex acras sive plus sive minus
abuttan^t sup^{er} Communiam de S. ex parte
boreali Acetiam super Cotagium & Po-
mar' N. B. predia' ex parte australi
Acetiam super terram R. W. pred^{ia} & J. R.
ex parte orientalⁱ Acetiam super tert'
M. W. Gen^{er} ex parte occidentalⁱ Cum
omnibus & singulis pertin^{ent} modo in tenuca
sive occupatione dia' R. W. Ad opus
& us^u C. W. filii dia' R. W. Hered^{es} &
Assign^{ati}

A. m. s. s.
T. W. ex
sursum-
reddu' J. C.

Et, quam dia' S. B. (Deo dante) duceret in Uxorē p & durā vit' eorum & alterius eorum diutius videri & Heredibus de corpore dia' S. de corpore diae C. G. legitime pcreand' & p defectu talis exitus remanere inde pced' S. B. & Heredibus suis imperpetuum. Qui quidem dia' S. B. & C. G. pntes hic in Curia humiliter petunt se admitti ad pmissa pced' cum pertineat secundum formam & effectum summationis redditiois p'dice quibus Dominus Manerit p'dia' per Seneschallū suū p'dia' concessit & liberabit inde seisinam per virgam vend' & Tenend' p'lat' S. B. & C. G. p & durā vita eorū & alterius eorū diutius videri & Heredibus de corpore p'dia' S. B. de corpore diae C. G. legitime pcreand' Et p defectu talis exitus remanere inde p'dia' S. B. & Heredibus suis imperpetuum de Dño per virgam ad voluntatem Dñi secundum consuet' Manerii p'dia' per redditus, servicia & consuet' inde prius debet' & de jure consuet' & dant Dño de fine octoginta libras & admitti sunt inde tenentes feceruntq; Dño fidelitat'.

Sorsum:
reddatio S.
B. ad usum
ult' volunt'.

Et etiam ad hanc Curia veni S. B. p'dia' Gen' qui tenuit sibi & Heredibus suis de Dño hujus Manerii per virgam ad voluntatem Dñi secundum consuet' Manerii p'dia' unum Messuagium sive Tenementū cum dimidio virgat' terre Customar' & Heriot' necnon unū Croftum terre vocat' Great Swaynes continē per estimationem quinque acras terre ac etiam tres.

virgam hendi & tenendi eidem C. & Here-
 dibus suis secundum formam & effectum sur-
 sumrestitutionis superius mencionat' de
 Domino p virga ad voluntate Domini
 secundum consuet' Manerii predicta' p reddit'
 servicia & consuetud' inde prius debet' &
 de jure consuet' debitor Domino de fine
 p manus R. M. ejus patris duodecim
 libras & admissus est inde tenens modo
 & forma supradicta' sed fidelitas ejus re-
 spectuatur quousque, &c. Et postea in ista
 eadem Curia Dominus Manerii predicta'
 ad humilem petition' dicti R. M. conces-
 sit eidem Rad'o custodiam tam corporis
 quam terre dicta' C. M. hendi & tenendi
 custodiam predicta' eidem Rad'o pro & du-
 ran' minor' etate prefat' C. M. de Do-
 mino p virga ad voluntate Domini se-
 cundum consuetud' Manerii predicta' p reddit'
 servic' & consuetud' inde prius debet' & de
 jure consuet' debitor Domino de fine p
 Custodi predicta' prout patet in Capite & ad-
 missus est ad eandem modo & forma su-
 pradicta'.

C. ad P.
sursum-
redd' sub
Condi-
one.

Ad hanc Curiam compertum est per
Homag' p'dia' quod J. C. unus Customar'
tenens hujus Manerii citra ultimam
Curiam & ante hanc Curiam scilicet
decimo quarto die Februarii Man' Reg'
Dñi Caroli Sec' Reg' Ang' &c. decimo
octavo Anno Dñi 1665 extra Cur' sur-
sumredd' in manus Dñi Manerii p'ed' p'
virgam per manus H. L. & M. B. duo-
rum Customar' tenent' hujus Manerii
id testan' secund' consuet' Manerii p'ed'
totum illud Messuagium sive tenement'
vocat' Webbs cum omnibus Edificiis Sta-
bulis Arriis Pomariis Gardinis & per-
tin' quibuscunq; adinde spectan' sive per-
tin' Metiam duas pecias sive parcelle
terre cont' p' estimationem quatuor acras
sive plus sive minus abuttan' sup' terr'
B. K. vocat' Hasulls ex parte boreal' & sup'
terr' A. III. Gen' ex parte orientat' &
super terr' E. C. ex parte occidentat' cum
omnibus & singulis pertin' adinde spec-
tan' modo in tenura sive occupatione dic'
J. C. Ad opus & usum J. P. in Paroch'
de P. in Com' Essex' Clerici Heredibus &
Ming' suis imperpetuum sub condicione
tamen quod si p'dictus J. C. Heredes Ex-
ecutores Administratores sive Ming' sui
solvant seu solvi faciant p'lar' J. P. Ex-
ecutoribus Administratoribus sive Ming'
suis plenam summam sexdecim librar' &
sexdecim solidor' bone & legalis monete
Anglie modo & forū sequen' videlicet
novem solidos inde sup' decimum quars-
tum diem Augusti prime sequen' dat'
hujus

Ad hanc Curiam tertia Proclam facta est qđ proximū Heres A. R. vidue defuncta veniret hic in Cur' admitti ad medietatem duorū Messuagiorū sive tenement' & octodecim acrar' terre cum pertin' que ei descendit per mortem dia' A. R. sed nemo venit Ideo precept' est C. S. Ballivo Manerii predia' leisi fac' premissa pđ in manus Domini Manerii pđ.

Tertia Proclam' p st mortem A. R. & foristact'.

Cum ad Cur' tent' pđ hoc Manerio 22. die Januarii Anno, &c. compertum fuit per Homagium quod R. A. unus Customar' tenen' hujus Manerii extra Curiam videlicet nono die Marti Anno, &c. sursumreddidit in manus Domini p manus G. D. in loco Ballivi & in presentia C. S. & G. R. duorum Customar' centum Manerii pđ secundum consuetud' Manerii pđ scum illud Customar' Messuag' sive tenement' vocat' Brewers sive quocunq; alio nomine cognoscit cum Omnibus Dominiis Gardinis Domibus & pertin' Acetiam tres acras Customar' terre eidem Messuagio spectau' modo in occupatione J. R. & R. A. pđ simul Ac un' aliud Customar' Cotag' sive centum cum pertin' modo in occupatione A. R. Ad opus & usum S. R. de D. in Com' Essex' vid. & Hered' suorū imperpetuum sub Conditione qđ si predia' A. R. solveret prefat' S. R. plenā summā Centum viginti & septem librarū & quatuor solidis super decimū quart' diem Aprilis qui solet An', &c. qđ tunc sur-

Su surmed: dit o Conditional' A. pro beneficio S.

Magnū suorum imperpetuū sub condi-
 tione in his Anglicanis verbis sequen'.
 That if the said T. W. his Executors, Admi-
 nistrators or Assigns, do and shall well and
 truly satisfy, content and pay, or cause to be
 satisfied, contented and paid out of the said
 Lands, unto his Sister and Brothers Three-
 score Pounds of good and lawful Money of
 England (that is to say) To S. W. J. W. and
 R. W. Twenty Pounds apiece, when they
 shall accomplish their several Ages of One
 and twenty Years; which said Sum or Sums
 of Money were Legacies given, willed and
 bequeathed unto them the said S. J. and R.
 by the last Will and Testament of their Grand-
 father T. B. late of S. aforesaid, Carpenter,
 deceased. And if it shall happen the said
 T. W. his Executors or Assigns, refuse paying
 of the said Legacies or Sums of Money unto
 his said Sister and Brothers, above the space
 of One Month next over or after they shall
 accomplish their said several Ages of One and
 twenty Years, upon Demand thereof, at, or
 in the Church-Porch of the Parish-Church
 of S. aforesaid. That then, and from thence-
 forth, and at all Times after, it shall and may
 be lawful to and for the said S. J. and R. or
 either of them, to enter upon the Lands for
 her and their Parts, without the Let, Suit,
 Trouble, Interruption, Molestation or Dis-
 turbance of the said T. W. his Executors,
 Administrators or Assigns, or of any other
 Person or Persons whatsoever. Cui quid-
 dem T. W. presen' hic in Curia Domi-
 nus Manerii p̄d p̄ Beneschallum suū
 p̄d in eadem Curia concessit seignam p̄
 2 birgam

virgam vend & tenend eidem C. & Here.
 dibus suis secundum formam & effectum su-
 sum redditionis superius mencionat' de
 Domino p virga ad voluntate Domini
 secundum consuet' Manerii predict' p reddit'
 servicia & consuetud' inde prius debet' &
 de jure consuet' debitor Domino de fine
 p manus R. W. ejus patris duodecim
 libras & admissus est inde tenens modo
 & forma supradict' sed fidelitas ejus re-
 spectuatur quousq, &c. Et postea in ista
 eadem Curia Dominus Manerii predict'
 ad humilem petition' dicti R. W. conces-
 sit eidem Rad'o custodiam tam corporis
 quam terre dict' C. W. vend & tenend
 custodiam predict' eidem Rad'o pro & du-
 ran' minor' etate prefat' C. W. de Do-
 mino p virga ad voluntate Domini se-
 cundum consuetud' Manerii predict' p reddit'
 servic' & consuetud' inde prius debet' & de
 jure consuet' debitor Domino de fine p
 Custod' predict' prout patet in Capite & ad-
 missus est ad eandem modo & forma su-
 pradict'.

sumreddit' pꝛeꝛ erit vacua alioquin re-
manere in suis plenis robore & virtute
Modo ad hanc Curia venit J. A. de D.
pꝛeꝛ per assensum & Assignationem pꝛeꝛ
S. R. & cognovit plena satisfactione
secundu[m] forma[m] & effectum sursumreddi
Conditional' pꝛeꝛ Et postea ad hanc
Curia venit R. A. pꝛeꝛ in pꝛpꝛ persona
sua & in aperta Cur' sursumreddi in
manus Domini per manus Seneschalli
sui pꝛeꝛ omnia & Angula pꝛemissa pꝛe-
dicta cum pertine ad opus & usum J. A.
pꝛeꝛ & T. A. de Hag Burshead in Com
Essex' pꝛeꝛ heredes & assigni suos imper-
pet' sub conditione tamen quod si pꝛeꝛ
tus R. Heredes Executores Administra-
tores vel Assignati sui solverent seu sol-
vi cauere[n]t pꝛeꝛ J. A. & T. A. Ex-
ecutoribus vel Administratoribus suis
plena summa Centu[m] & sex librarum
bone & legalis monete Anglie in vel sup
decimu[m] octavum die[m] Aprilis qui soꝛt
Anno Dñi Millimo sexcent' sexag' sept'
pro usu & beneficio S. M. pꝛeꝛ qd tunc
sursumredditio pꝛeꝛ erit vacua & nullius
pigoꝛis alioquin reman[et] in plenis robore
& effectu.

Ad hanc Cur' Jur' pꝛesent' quod H. R.
Gen[er]o circa ultima[m] Cur' & ante hanc Cur'
effodit (Anglice digged) parcelle Dñi ter-
re super Vastum Ideo ipse in misericor-
dia est 6 d. Qd[am] J. S. illicite am-
putavit arboꝛes super Comina sine licen-
tia Dñi Manerii pꝛeꝛ Ideo ipse in mis-
ericordia est 6 d.

Ad hanc Curiam tertia Proclam facta est qd proxim⁹ Heres A. R. vidue defuna' veniret hic in Cur' admitti ad medietatem duoꝝ Messuagioꝝ sive tenement' & octodecim acrar' terre cum pertin' que ei descendit per mortem dia' M. R. sed nemo venit Ideo pꝛcept' est T. S. Ballivo Manerii pꝛedict' seisciri fac' pꝛemissa pꝛ in manus Domini Manerii pꝛedi.

Tertia Proclam' p. & mortem A. R. & forista'.

Cum ad Cur' tent' pꝛo hoc Manerio 22. die Januarii Anno, &c. compertum fuit per Homagium quod R. M. unus Customar' tenen' hujus Manerii extra Curiam videlicet nono die Maii Anno, &c. sursumreddidit in manus Domini p manus G. D. in loco Ballivi & in pꝛesentia T. S. & G. R. duoꝝum Customar' tēntium Manerii pꝛedi secundum consuetud' Manerii pꝛedi totum illud Customar' Messuag' sive tenement' vocat' Brewers sive quocunqꝝ alio nomine cognoscit cum Omnibus Pomariis Gardinis Domibus & pertin' Acetiam tres acras Customar' terre eidem Messuagio spectan' modo in occupatione J. R. & R. M. pꝛedi simul Ac un' aliud Customar' Cotag' sive tēntum cum pertin' modo in occupatione A. R. Ad opus & usum S. R. de D. in Com' Essex' vid. & Hered' suoꝝ imperpetuum sub Conditione qd si pꝛedict' R. A. solberet pꝛefat' S. R. plenā summā Centum vigint' & septem librar' & quatuor solidis super decimū quart' diem Aprilis qui soꝛet An', &c. qd tunc sursumred-

Sursumredditio Conditional' A. pro beneficio S.

nerii p̄dicti p̄ reddit' consuetudines & seruitia inde p̄ius debet' & de iure consuet' &c. deditq; Dñis de Fine prout patet, &c. & admissus est inde Tenens fecitq; Dominis fidelitatem, &c.

A. 1. 1. 1.
T. 1. 1. 1.
S. 1. 1. 1.

Et postea ad istā eandē Cur' ac sedente Curia p̄dicta' T. H. Jun' in consideratione Maritagii habendū inter ipsū p̄dicta' T. H. & S. H. de Parochia de S. in Com' Essex' spinster ac sexaginta librarū eidem T. H. solvendū in Maritagio cum p̄dicta S. H. sursum reddidit in manus Dominorū Manerii p̄dicti per manus & acceptationem R. C. Senescalli ibid' secundū consuetudine Manerii p̄dicti Tenementa & p̄missa p̄dicta cum pertinenciis ea intentione quod Dñi Manerii p̄dicti reconcedere dignarent p̄missa p̄dicta ad opus & usum ipsius T. H. & S. H. designate Hx' ejus p̄p̄ & durante termino vitarū eorū & vite eorū diutius viventis & post eorū decessū ad usū Heredū de corpore p̄dictæ S. p̄ dictū T. legitimū procreandū Et p̄p̄ defect' talis exitus ad usū reā' Heredū p̄dicti T. imperpetuū Subiect' tamen & sub Conditionem p̄ solutione summe quadragint' librarū legalis monete Anglie tali p̄sone seu talibus p̄sonis cui vel quibus p̄dicta S. ante vel post Maritagiū inter eos solemnizandū p̄ aliquod Scriptū sub manu & sigillo p̄dicta' S. Testatum p̄ tres vel plures credibiles testes declaret limitaret vel appuncuaret solvendū infra spaciū unius Anni post decessū ipsius T. H. & vite S. designate Uxoris ejus & non ante

Et pro defectu talis solutionis ad usum talis persone sive persone cui vel quibus predicta S. H. per aliquod tale Scriptum diriget vel appunctuabit usque predicta summa quadraginta librarum cum legali Interesse soluta foret Et superinde dicti C. H. & S. H. presentes in Curia in propriis personis suis petunt gratiam Domini Manerii predicti quod admitterentur Tenendum ad premissa secundum formam & effectum dicte sursumredemptionis Quibus quidem L. H. & S. H. Domini Manerii predicti per dictum Senescallum liberaverunt de premissis Seisina per virgam Tenendum eis & Magnatis suis per Terminum vite suarum naturalium & vite eorum diutius vivendum & Maritagium predicta solemnizaret & non aliter secundum formam & effectum dicte sursumredemptionis de Dominis Manerii ad voluntatem Dominorum secundum consuetudinem Manerii predicti per redditum & servicium proinde prius debitu & de jure consuetudinis &c. Et dictus C. fecit fidelitatem, &c. Et admissi sunt inde Tenentes, &c. Salvo cuiusque jure, &c.

Ad hanc Curiam secunda Proclamatio facta est pro terris & Tenementis Customariis de hoc Manerio tentis de quibus C. H. obiit seiscus ut ad ultimam Cur' &c.

Secunda
Proclama-
tio.

Maner'

nerii predicti p reddit' consuetudines & servitia inde prius debet & de jure consue' &c. deditq; Dñis de Fine prout patet, &c. & admissus est inde Tenens secunq; Dominis fidelitatem, &c.

Admissio
T. H. & S.
ux' ejus.

Et postea ad ista eandem Cur' ac sedente Curia pdicta' T. H. Jun' in consideratione Maritagii habend' inter ipsa' pdicta' T. H. & S. H. de Parochia de S. in Com' Essex' Spissier ac octoginta librar' eidem T. H. solvend' in Maritagio cum pdicta S. H. sursumreddidit in manus Dominor' Manerii pdicti per manus & acceptationem M. C. Senescalli ibid' secundu' consuetudine Manerii pdicti Tenementa & premissa pdicta cum pertinentiis ea intente que quod Dñi Manerii pdicti reconcedere dignarentur pmissa pred' ad opus & usum ipsius T. H. & S. H. designate Ux' ejus pro & durante termino vitatu' eorū & vite eorum diutius viventis & post eorū decessu' ad usu' Heredu' de corpore pdicta S. p' dictu' T. legitim' procreand' Et pro defect' talis exitus ad usu' rect' Heredu' pdicti T. imperpetuu' Subiect' tamen & sub Conditionem p' solutione sume quasdragint' librar' legalis monete Anglie tal' p'one seu talibus p'one cui vel quibus pdicta S. ante vel post Maritagiū inter eos solemnizand' p' aliquod Scriptu' sub manu & sigillo pdicta' S. Testatum p' tres vel plures credibiles testes declaret limitaret vel appuncuaret solvend' infra spaciū unius anni post decessu' ipsius T. H. & vite S. designate Uxor' ejus & non ante

Et pro defectu talis solutionis ad usum
 talis persone sive persone cui vel quibus p-
 dicta S. H. p aliquod tale Scriptum diri-
 get vel appunctuabit usq; predicta summa
 quadraginta librarum cum legali Interesse
 soluta foret Et superinde dicti C. H. &
 S. H. presentes in Curia in propriis per-
 sonis suis petunt gratiam Dñi Manerii
 pdicti qd' admitterentur Tenend ad pmissa
 secundum formam & effectum dicte sursum-
 redditionis Quibus quidem C. H. &
 S. H. Domini Manerii pced per dictum
 Benescallum liberaverunt de pmissis Sei-
 una p virga Tenend eis & Magnatis suis
 p Terminis vitarum suarum naturalium &
 vite eorū diutius vivedū & Maritagium
 pdicta solemnizaret & non aliter secundū
 formam & effectum dicte sursumredditionis
 de Dominis Manerii ad voluntate Do-
 minorū secundū consuetudē Manerii pdicti
 p reddit' & servic' proinde prius debit' &
 de jure consuet' &c. Et dictus C. fecit
 fidelitatem, &c. Et admisi sunt inde Te-
 nentes, &c. Salvo cuiq; jure, &c.

Ad hanc Curiam secunda Proclamatio
 facta est pro terris & Tenementis Custos
 moriis de hoc Manerio tentis de quibus
 C. H. obiit seistus ut ad ultimam Cur' &c.

Secunda
 Proclama-
 tio.

Maner'

Maner' } ff. Cur' Baronis E. K. Militis &
 de S... } S. N. Armig'i Dominorum Ma-
 cum } nerii prædicti ibidem tenc' die
 Memb. } Martis decimo nono die Maii
 Anno Domini Mill'imo sexcen-
 tesimo nonagesimo sexto An-
 noque Domini nostri Willielmi
 tertii, &c. octavo coram M. C.
 Gen. Seneschallo ibidem.

W. C. Esson. de sect. Cur' per G. J. A. C.
 Esson' de eadem per R. F. T. A. Esson'
 de eadem per W. B. N. W. Jun' Esson'
 de eadem per M.

Homagium	{	G. T.	Jur'	{	N. W.	Jur'.
		J. R.			A. B.	
		E. S.			J. T.	
		T. R.			T. &	
		T. H.			T. R. Jun'	

Present-
 ments.

Imprimis ad hanc Cur' presentatum est
 pec Homagium quod E. C. citra ul-
 timam Curiam & ante hanc Cur' erexit
 unum stabulum vitulinum (Anglice a
 Calves Coop) super basium solum Domi-
 norum & ordinatum est qd prædict' sta-
 bulum demolit' sit ante tres Menses
 nunc prox' sequen' Subpoena forficatur
 quinque solidorum.

Item

Item ulterius presentat' est qd' p'dia' E. C. depascit averia sup' terras villar' de S. absq' titulo sive clameo & contra consuetud' Manerii.

Item ad hanc Curiam compertum est per Homagium qd' E. R. Jun' nat' Te'd hujus Manerii post ultim' Cur' & extra Curiam scilicet vicesimo quinto die Martii ult' p'eterit' sursumreddidit in manus Dominorum Manerii p'dicti p' virgam per manus E. S. stant' in loco Ballivi Dominor' in p'sentia E. R. & E. S. duor' custod' tenend' Manerii sursumreddition' testand' secund' consuetudin' Manerii omne illud Coragium sive Te'pementum vocat' Goldings Garden, cum Pomariis Horris & Appurtenenc' eidem p'ertine'd tunc in tenura & occupatione ipsius E. R. Jun' aut Assignat' suorum ad solum opus & usum fratris ejus W. R. de B. in Com' Essex' p'dicta' Heredum & Assignat' suorum imperpetu' sub Conditione tamen quod si p'dictus E. R. Heredes Executores Administra'tores vel Assignati sui sive aliquis eor' solberent seu solvi facerent p'efat' W. R. aut suo certo Assignato Executoribus Administratozibus vel Assignatis suis plenam summam duodecim librarum bone & legalis monete Anglie super vicesimum quintum diem Martii qui erit in Anno Domini Millesimo sexcentesimo nonagesimo nono ac si bene & fideliter solveret seu solvi faciat tres solidos p'dicto W. R. similis monete in quolibet spacio trium Mensium durand' Termino trium

trium Annos tunc sursum redditio predicta esset vacua aut aliter remanere in pleno vigore.

Presentat' est etiam per Homagium quod H. B. erexit feniculum (Anglice Haycock) super vastid' solid' Bond absq' licentia.

Et Homagiū presentant omnes Tenentes hujus Manerii qui debent Secam ad hanc Curiam & non comperuerunt Et dicunt quod quilibet eorum sit in misericordia duodecim denar' Ad hanc Curiam presentatum est etiam p' Homagiū quod J. P. nup' natibus Tenens hujus Manerii ante hanc & citra ultimā Cur' obiit Et superinde fact' fuit prima Proclamatio alta voce trinag' vice qd si aliquis clamaret seu vindicaret aliquod jus Titulū Statū claimēd' interesse vel demand' de in vel ad aliquas terras seu Tenementa Customar' de quibus J. P. obiit seistus qd veniret & admitteretur Et nullus tunc venit, &c.

Maner'

Maner' } ff. Curia Baronis E. K. Militis &
 de S--- } S. N. Armig' Dominorum Ma-
 cum } nerii prædicti ibidem tent' &c.
 Membr'. } coram M. C. Gen' Seneschallo
 ibidem.

Eston' Null'

Homagium { N. M. } Jur' { A. B. }
 { T. R. } { J. T. }
 { T. W. } { J. R. }

CUM ad Cur' Generalem pro hoc ^{Admissio}
 Manerio tent' die Martis scilicet ^{super ult'}
 decimo nono die Maii ult' præterit' præ- ^{volunt'.}
 sentariū fuit per tunc Homagiū quod
 J. P. Gen' un' Custod' Tenen' Maner-
 riū prædict' ante istam Cur' obiit scilic' de
 & in quibusdā terris & Tenementis
 nativis de hoc Manerio tent' Et quod
 ante obitum suum suesumreddidit secun-
 dum consuetudinem Manerit omnia ter-
 ras & Tenementa sua nativa de hoc
 Manerio tenta ad opus & usum Testa-
 menti & ultime voluntatis sue Et quia
 nullus venit ad sursumcaptend' præmissa
 Ideo prima Proclamatio facta fuit, &c.
 Modo ad hanc Curia venit M. P.
 Hroz J. P. Et ptulit in Curiam quan-
 dam Copiā ultimū voluntatis & Testa-
 menti dicti J. P. Avunculi sui gerend'
 dat' quarto die Novemb' Anno Dni Mil-
 limo

timo sexcentesimo nonagesimo quinto sub
 Sigillo Cur' Prærogative Cantuariensis
 Sigillat' p quam prædicta J. dedit & le-
 gavit prædictæ M. H. p Terminis vite sue
 naturalis Messuagium & terras suas na-
 tivas in s. prædicta M. in propria per-
 sona sua petit gratiam Dominiꝝ Ma-
 nerii quod admittatur Tenens ad præ-
 missa Et Domini Manerii per dictum
 Senescallum liberavit dictæ M. H. de præ-
 missis seisinam per virgam Tenens sibi
 & Assignatis suis pro termino vite sue
 naturalis de Dominis Manerii ad vo-
 luntatem Dominiꝝ secundum consuetu-
 dinem Manerii prædicti per reddit' &
 servit' proinde prius debit' de jure con-
 suet', &c. Et dat Dominis de Fine, &c.
 Et admissa est inde Tenens, &c. Salvo
 Jure, &c. Et fidelitas respectuatur, &c.

Maner' } ff. Curia Visus Franc' Pleg' cum Cur'
de S--- } Baronis W. S. Mil' D'ni Mane-
rii predicti tent' coram, &c.

M. P. Gen. 6 d. E. L. 6 d. T. B. Gen. 6 d. Defaltore.
S. W. Gen. 6 d. W. H. Gen. 6 d. R. B. Gen.
6 d. Quilibet eorum per Jur. amerciatus
prout patet super eorum separalibus capiti-
bus.

Juratores	{	G. G. Gen.	}	Jur'	{	J. T. Gen.	}	Jur'
		P. G.				R. W.		
		S. B. Gen.				W. P.		
		J. M. Gen.				H. P. Gen.		
		J. S. Gen.				T. D.		
		J. V.				&		
		W. H. Gen.				G. R.		

JUR' present' qđ B. C. tenet Cōe Cer- Presenta-
visarium infra p̄cina' Vis. Franc' menta.
Pleg' p̄dia'.

Item present' qđ C. E. tenet Cōe Cer-
visat' infra p̄cina' vis' Franc' Pleg' p̄-
dia'.

Item present' qđ A. W. vid' tenet Cōe
Cervisarium infra p̄cina' vis' Franc'
Pleg' p̄dia'.

Item present' qđ B. C. habitat in quo-
dā Cotagio erect' super Pastum Domini.

Item present' unum Cotagium in
possessione W. P. fore Cotagium erect'
super Past' Domini infra octoginta An-
H noꝝ

noꝝ ult' claps' abscꝝ quatuor acris terre eidem Cotagio annex'.

Item present' unum Cotagium in possessione W. P. fore Cotagium erect' super Vast' Domini.

Item present' unum Cotagium in occupatione S. M. vid' fore Cotag' de Antiquo erect' super Vast' Domini.

Item present' unum Cotagium in occupatione cuiusdam J. T. fore nuper erect' per quendam F'otozum Webb sup Vast' Domini Acetiam qđ predictus J. T. cum sepe inclus' quandam parcelle vast' Domini.

Item present' unum Cotagium in possessione W. S. fore Cotagium nup erect' sup quandam peciam terre que ab Antiquo fuit capr' extra vast' Domini.

Item present' quoddam Cotagium nup erect' super altam Viam ducent' a Brookstreet, usqꝝ etiam de W. in quo quidam J. C. habitat infra precina' hujus lete.

Item Jur' present' qđ H. W. vid' nuper inclus' quandam peciam Vasti Domini ppe Wealside Common, & superinde ordinant qđ si ipsa non diruet Causur' predictam in fraud' Mensur' prior' sequend' satisfacet Domino hujus Manerii quinqꝫ solidi.

Item Jur' present' G. L. (qui Inhabitat infra precina' hujus vilus Franc' Pleg) permittit quendam T. F. cum familia sua cohabitare secum in domo sua propꝫ ut Inmat' per spachum sex Mensur' ult' preterit' contra formam Statuti unde satisfacet Domino p quolibet Mensur' se

se decem solidos que atting in toto sexagint' solidos.

Item Jur' present' qđ M. H. biđ inclus' unam peciam Vassi Domini prope Wealdside Common & superinde ordinant' quod si ipsa non diruet Clausur' predictam infra unum Mensen pr' sequen' forisfaciet Domino hujus Manerii quinqz solidos.

Item Jur' present' quod R. G. inclus' peciam Vassi Domini prope Wealdside Common, & superinde ordinant' quod si ipse non diruet Clausuram predictam infra unum Mensen pr' sequen' forisfaciet Domino quinqz solidos.

Item Jur' present' quod citra ultimam Curiam & ante hanc Cur' A. S. nuper una Customariorum tenen' hujus Manerii obiit scit' de uno Custom' Censo & sex acris terre eidem spectan' Et quod A. S. est ejus prox' Heres.

Item quilibet tenen' Customar' hujus Manerii qui non comperuit ad hanc Cur' affozatur per Juratores predictos ad sex denarios Et quilibet reuans infra precina' Vilus Franc-Pleg qui non comperuit ad hanc Cur' affozatur p eodem Jur' ad sex denarios.

Modo de Cur' Baronis.

Suſſumred-
dit W. C.
al' uſe de lui
inc' me per
v. c.

AD hanc Cur' W. C. unus Cuſtom
tenens hujus Manerit ſuſſumred-
dit in manus Domini per acceptacōem Se-
neſcalli præd' totum illud Meſſuag' vocat'
Bromans unacum Horreis Stabulis Do-
mibus Extra-domibus Edificiis Atriis
Gardinis Hortis Poſterioribus (Angl.
Backſides) Acetiam peciam præti præ-
eidem adjungen' continen' per eſtimati-
onem tres accras ſive plus ſive minus
unum Campum vocat' Homefield jaced'
prope Hatch ſimulcum uno al' Campo
eidem præ' adjungen' Acetiam tot' illud
peciam terre vocat' Armans Land cum
pertin' Qui quidem tres ult' Campi in-
ſimul continent per eſtimationem decem
& ſeptem accras terre cum pertin' jaced'
inter terras W. S. Militis Domini
Manerii prædicti & parcum ibidem &
abuttan' ſuper terras dicti W. C. vocat'
Gaddins Ad opus & uſum dicti W. C.
pro termino vite ſue remanere inde poſt
eius deceſſum Ad opus & uſum J. C.
Filii prædicti W. C. Hered' & Aliis ſu-
orum imperpetuum Super quo Dominus
ad hanc Curiam ad humilem petitionem
ipſorum W. & J. reconceſſit cenſa præ-
dicta cum pertin' Pend' & tenend' eidem
W. & Aliis ſuis ad voluntatem Do-
mini ſecundum conſuetudinem Manerii
prædicti pro termino vite ſue Remanere
inde

inde post ejus decessum p̄fati J. Hered̄
& Alij suis imperpetuum ad volunta-
tem Domini secundum consuetud̄ Maner-
ii p̄dicti per reddit̄ & servic̄ inde p̄ius
debit̄ & de jure consuet̄ Et p̄dictus
J. C. dat Domino de Fine, &c. Et ad-
missus est inde tenens ad remanere p̄e-
dia Sed fidelit̄ ejusdem J. respectuatur
quousq̄, &c.

Ad hanc Curiam Jur' p̄sent' super ^{Sacram'}
sacram̄ M. P. hic in Cur' p̄stit' quod ^{A. P.}
S. B. unus Customar' Tenc̄ hujus
Manerii solvit p̄dicto M. P. trescent' &
novem libras super vicesimum tertium
diem J. ult' p̄terit' secundum Condi-
onal' sursumredd̄ in Rotulo Cur' ult' hic
sent' pro hoc Manerio, &c.

Ad hanc Cur' S. B. unus Custom' te- ^{Sacram' ed-}
nend̄ hujus Manerii sursumredd̄ in ma- ^{dic' Condi-}
nus Domini Manerii p̄dict' per manus ^{cional'.}
& acceptationem Senescalli Cur' p̄dicte
unum Messuagium sive ten̄tum cum di-
mid' virgat' terre Customar' & Heriotab'
vocat' Godfreys & unum Croft' terre
vocat' Great Swains continend̄ quinque
acras Ac tresdecim acras terre vocat'
Tings Customar' & Heriotabil' Et un̄
Hoppett' continend̄ circa unam rodam ter-
re parcelle terre vocat' Scarlets & unam
parcelle terre continend̄ per estimationem
tres acras & dimid' unius acr' Custo-
mar' Heriotabil' parcelle cujusdam ten̄i
vocat' Sabernes Ad opus & usum R. C.
de London' Generosi Hered̄ & Alij
H h 3 suoꝝ

suos imperpetuum Proviso semper & sub
 hac tamen Conditione quod si p^r h. B.
 Hered' Executor' Administrat' sive Magn^{us}
 sui solvant seu solvi fac' eidem R. G.
 Executor' Administratoz' sive Magn^{us} suis
 plenam & integram summam crescentat'
 quadragint' triu' librar' & duodec' solid^{orum}
 super vicissimum tertium diem
 Aprilis prox' sequen' ad domum man-
 sionalem T. H. situat' in Charter-house-
 yard in Com' Midd' quod tunc sursum-
 redd' predicta foret vacua & nullius vigo-
 ris aliter remaneret in plenis vi vigore &
 effectu, &c.

Admissio
 H. P. ad
 Reversio-
 nem de
 Lamb's
 Cross.

Cum ad Cur' Vil. Franc-Pleg Domini
 Regis cum Cur' Baronis A. B. Milli-
 tis Domini Manerii predicti ibidem temp'
 die Martis in septimana Pasche existed
 duodecim die Aprilis Anno Regni Dom-
 ec. coram W. B. Arm' Senescallo ibidem
 ven' G. C. unus Custom teneu' Manerii
 predicti in propria persona sua & in apert'
 Cur' sursumredd' in manus Domini Ma-
 nerii predicti per manus dicti Senescalli
 per virgam Tot' ill' ius titulum & re-
 versionem sua de & in uno Custom Mes-
 suaq' sive teno & decem acris terre be-
 rat' Lamb's Cross cum Omnibus Horreis
 Stabulis Edificiis & Gardinis Pomar'
 & pertin' quibuscunq' ad inde spectan' &
 pertin' nunc in tenuta J. C. vidue Ma-
 tris predicti G. quando accider' post
 mortem dicte J. Ad opus H. B. Hered'
 & Magn^{us} suos imperpetuum Sub hac
 tamen Conditione quod & predictus G.
 Hered'

Hered' Executores & Assigni sui aut ali-
 quis eorū solvant seu solvi fac' prefat'
 H. Executoribus Administratozibus sive
 Assigni suis Centum quinquaginti libras
 quatuordecim solidos & tres denar' lega-
 lis monete Anglie modo & forma sequen-
 videlicet septem libras tresdecim solidos
 & sex denar' inde super tertium deci-
 mum diem Aprilis qui foret An̄ Dñi
 Millimo sexcen' sexagesimo quarto &
 consu'lem summa septem librarū tresde-
 cim solidorum & sex denario parcel-
 inde super quartumdecimum diem Apri-
 lis qui foret in Anno Domini Millimo
 sexcentesimo sexagesimo sexto Et summa
 Centum triginti quinque librarū septem
 solidos & trium denar' residū inde super
 quintumdecimum diem Aprilis qui fo-
 ret in An̄ Dñi Millimo sexcen' sexag-
 sept' ad domum mansionalem H. P. sit-
 uat' in Shoreditch in Com̄ Midd' tunc
 sursumredd' predicta foret nullius effec-
 tus Modo ad hanc Cur' ven' predictus
 H. Et (pro eo quod Condicio predicta
 non est performat' per eund' B.) humil-
 lime pet' de Domino admitti tencū ad
 reversionem predictorū ten'orū cum per-
 tin' Cui Dominus per Seneschallum
 concessit inde seisinam per virgam Hend'
 & tenend' predicta reversionem ten'orū
 predictorū cum pertin' eidem H. Heredi-
 bus & Assigni suis imperpetuum post
 mortem predictae J. C. Ad voluntatem
 Domini secundum consuetud' Manerit
 predicti per reddit' & servic' inde prius
 debit' & de jure consuet' Et dat' Do.

mino de Fine, &c. Et admissus est inde
tenens, &c.

Sursumred-
dit' H. P.
ad usum
test'i.

Postea seden' Cur' p'dictus H. P. sur-
sumredd' in manus Domini p'dictam re-
versionem ten'ro' p'dictorum cum prin'
Ad opus & usum ultime voluntatis sue
Et ad opus & usum talium persona-
rum & tal' Stat' qual' p' p'dict' ultimā vo-
luntate sua limitat' erint sive appunctuat'
forent, &c.

Admissio
J. A. ex
Sursum-
redd' R. A.

Cum R. A. unus Customariorum te-
nen' hujus Manerii nuper sursumredd' in
manus Dñi hujus Manerii unum ten'
tum vocat' Brewers Ac tres acres terre
Custom ac unum al' Custom' Cotag cum
pertin' Ad opus & usum J. A. & cujus-
dam T. A. (qui quidem T. A. modo
mortuus est) Hered' & Assign' suorum im-
perpetuum In fiduc' & confidenc' ac pro
usu S. M. Hered' A. M. Sub Conditione
quod p'dictus R. A. Hered' Executores &
Administr' ejus solver' p'fatar' S. Cen-
tum & sex libras super decimum octavum
Diem Aprilis qui foret in Ann' Dñi
Millimo sexcentesimo sexagesim' septim'
quod tunc sursumredd' p'dict' foret vacua
aliter staret in plen'is vi robore Modo ad
hanc Cur' ven' p'dict' J. A. (qui p'fatar'
T. A. supervixit) Et pro eo quod Condi-
tio p'dict' non est p'format' per eundem R.
sed debent' fract' humillime pet' de Do-
mino admitti tenen' ad ten'ta p'dict' cum
pertin' in fiduc' confidenc' & pro usu p'fatar'
S. M. Hered' & Assign' suorum imp-
petuum

petuum Cui Dominus per Senescallum con-
cedit inde Seisina per virga Hend & te-
nend eidem J. M. Heredibus & Assignis
suis imperpetuum Ad voluntatem Domini
secundum consuetudinem Manerii predicti per
redditu & servicium inde prius debitu & de
jure consuetu in fiduciam & confidentiam &
pro usu predicti S. M. Heredi & Assignis
suis Et dat Dominus de fine, &c. admissus
est inde tenens & fecit fidelitatem, &c.

Ad hanc Curiam Juris presentem quod A. S. ^{Admissio}
Hic p. S. nuper una Customarum tenentem ^{J. S. post}
hujus Manerii Que tenuit sibi & Heredi ^{obit. A. S.}
suis de Domino hujus Manerii unum
Customarum Messuagium & decem & octo acras
terre sive plus sive minus unde duo
Crofta continent quinque acras vocat' Hanc
unum Croftum vocat' Molten-croft continet
duas acras unam rodam terre jacentem in
Howage unum Croftum vocat' le Ridden continet
sex acras unum al' Croftum vocat' Bulver-
Houfe Croftum continet tres acras & unum
pratium jacentem prope le Ridden continet sex
acras citra ult' Curiam & Ante hanc Curiam
obiit inde se'it' Et quod J. S. est ejus
filius & prior' Heres & Etatis decem &
novem Annorum vel eo circiter Qui qui-
dem J. S. presens hic in Curia humil-
issime pet' se admitti Tenentem ad tenenda
predicta cum pertinentiis Cui Dominus per
Senescallum suum concessit inde Seisina
nam per virga Hend & tenend eidem
J. S. Heredibus & Assignis suis imperpe-
tuum ad voluntatem Domini secundum
consuetudinem Manerii predicti Et dat Do-
mino

mino de fine put patet, &c. Et admissus
est inde teneus sed fidelitas respectuatur
quousque, &c.

P. S. Guar-
dia.

Postea ad hanc Curiam sedens Curia
Dominus ad petitionem predici J. S.
concessit prefat' P. Patri suo Custodi tam
corporis predici J. quam ten'orū pre-
dictorū quousque predicius J. ad ple-
nam etatem viginti & unius Annorum
perbenerit Et inde adtunc reddere Com-
putū, &c.

Exam' per me J. S. Senescall'.

Manet

Maner' } ff. Visus Franc' Pleg' cum Curia
de B. --- } Baronis W. B. Arm' Domini Ma-
 nerii predict' ibidem Tent' co-
 ram, &c.

Esson' ff. R. S. Gen' W. H. M. H. vid. Qui-
 libet eorum Essoniatur de co'i Esson'.

A. B. Mil' 6d. T. C. Gen' 6d. & al', &c. *Defaltores.*
 Quilib' eorum quia non comperuit ad hanc
 Cur' ad faciend' sectam Cur' amerciatur ad
 sex denar' prout patet super eorum separal'
 Capitibus.

Homag'	{	T. G. Gen'	}	Jur'	{	G. G. Gen'	}	Jur'
		T. J. Gen'				D. C.		
		P. G. Gen.				T. W.		
		A. T.				G. R.		
		T. D.				H. P.		
		J. V.				&		
		J. S.				J. T.		

Ad hanc Curiam S. B. Gen' unus *Sursum-*
 Customariorum Tenen' hujus Mane- *redd' S. B.*
 ri' sursumreddit' in manus Dñi Mane- *ad usum*
 ri' predict' per manus & acceptance in *R. A.*
 Seneschall' Curia' pdict' tot' illud Custo-
 mar' Messuagium sive Tendum ac dimid'
 virgat' terre Customar' & Heriotabil' hoc
 Godfreys & un' Croft' terre vocat' Great
 Swains continen' quinque acr' & tresdecim
 acras

accras vocat' Tings Customar' & Periotas
 bil' & un' Hoppett' continend' unam Roda
 terre parcelle terre vocat' Scarlets Ad opus
 & usum R. M. Civis & Mercatoris scissoris
 London' Heredi & Assign' suorum imperpe-
 tuum Super quo predia' R. M. presens hic
 in Cur' humillime petit se admitti te-
 nend' ad tenita predia' cum pertin' Cui
 Dominus per Senescallum concessit & li-
 beravit inde seisinam per virgam Vend' &
 Tenend' tenita predia' cum pertin' eidem
 R. M. Heredib' & Assign' suis imperpe-
 tuum Ad voluntatem Dñi secund' consue-
 tud' Manerii predia' Et dat Dña de
 fine, &c. admissus est inde tenens Et fec
 fidelitar', &c.

Performa-
 tio Condi-
 tional' sur-
 sumredd'.

Ad hanc Cur' Jur' p'sent' super Sacra
 quod pdia' S. B. solvit summam Tredecen-
 tana quadraginti trium librar' & duo,
 decim solidos R. M. super decimum diem
 Aprilis in plenam exonerationem condi-
 tional' sursumredd' fact' ad ult' Cur' hic
 tent' duodecimo die Octobris Anno Reg
 dicti Dñi Regis nunc vicesimo.

Sursum-
 redd' R. A.
 ad usum
 test'i.

postea seden' Cur' predia' R. M. sur-
 sumredd' omnia & singula tenita predia'
 cum pertin' in manus Dñi Manerii
 pdia' per manus & acceptationem Se-
 nescalli predia' per virgam Ad opus &
 usum ult' voluntatis sue & talium perso-
 nar' & tal' stat' qual' p' ult' voluntate sua
 fozent limitat' & appunctuat', &c.

Ad hanc Cur' S. B. Gen' un' Custos Finis S. B.
 mar' tenend' hujus Manerii solvit Dñs pro succi-
 Manerii quadragint' solid' p' sue p' ea sione ligni.
 quod ipse idem S. succidit quandam
 parcelle ligni ad valenc' quadragint' so-
 lidoꝝ & non amplius crescent' sup' quod-
 dam Customar' tenentum in tenura R. H.
 Et idem lignum abinde asportabit &
 combussit super quoddam al' tenentum ip-
 sius S. vocat' Pottals jacent' infra mane-
 rium p'edicta' contra consuet' hujus Ma-
 nerii; &c.

Ad hanc Cur' Jur' p'sent' quod E. H. Admissio
 vid' nuper un' Customar' tenend' hujus E. S. post
 Manerii qui tenuit sibi de Dñs Manerii obit' E. L.
 p' virga p' termino vite sue duo Customar'
 Messuag' sive tenita & decem & octo acras
 terre cum pertin' remanere inde post ejus
 decess' liberis suis quos heret' tempore
 mortis sue equalit' inter eos dividend'
 post' ult' Cur' & ante hanc Curia obit
 Et qd' ipsa tempore mortis sue reliquit
 quatuor' liberos videlicet E. S. Horem
 W. S. H. H. Horem J. H. G. H. &
 L. S. Horem J. S. Super qd' p'edicta'
 E. S. Horem W. S. ven' cum viro suo
 p'edicta' Et humillime pet' se admitti te-
 nend' ad unam quartam partem tenent' &
 p'dicta' cum pertin' in quatuor' partes
 dividend' Cui quidem E. Dñus p' Senes-
 challum concessit & liberabit inde sciss-
 nam p' virgam vend' & tenend' sibi &
 Heredib' suis imperpetuū ad voluntatē
 Dñi secund' consuet' Manerii p'dicti p' red-
 dit'

dit' & servie inde prius debet' & de jure
consuet' Et dat' Dñs de fine, &c. admissus
est inde tenens sed fidelitas respectuat'
quousq; &c.

Admissio

A. A. post
obit' E. L.

Ad hanc Cur' Jur' p'sent' qđ E. L. nup
und Customar' tenend' hujus Manerii qui
tenuit sibi de Dño Manerii p virgam p
termino vite sue duo Customar' Messuag
abe teata & decem & octo acras terre cum
ptiñ remanere inde post ejus decessum
liberis suis quos haberet tempore mortis
sue equalit' inter eos dividend' post ult'
Cur' & ante hanc Cur' obiit Et quod
ipsa tempore mortis sue reliquit quatuor
liberos videlicet E. S. Uxorem W. S.
A. A. Uxor' J. A. G. L. & L. S. Uxor'
J. S. Sup quo p'dia' A. A. Uxor' p'dia'
J. A. ven' cum viro suo p'dia' Et hu-
millime pet' se admitti tenend' ad unam
tertiam partem tenon' p'diaor' cum p'tiñ
in tres partes dividend' Cui quidem A. A.
Dñus p Senescallum concessit & liberabit
inde seignam p virgam Hend' & Tenend'
sibi Heredib' & Assign' suis imperpetuum
ad voluntatem Dñi secund' consuet' Ma-
nerii p'dia' p reddit' & servie inde prius
debit' & de jure consuet' Et dat' Dñs de
fine, &c. admissus est inde tenens sed fide-
lit' respectuatur quousq; &c.

Admissio

G. L. post
obit'

Ad hanc Cur' Jur' present' qđ E. L.
vid', &c. ut antea & admissio A. S. ut
antea.

Ad hanc Cur' Jur' p'sent' qđ T. B. ^{Obit. T. B.}
 nup unus Customar' tenend' hujus Manerii & qđ. T. B.
 qui tenuit de Dño sibi & Heredib' suis ^{est ejus}
 Ad voluntatem Dñi secundum consuet'
 Manerii p'dicti un' Customar' tenentum &
 sexdecim acras terre cum pertin' citra
 ultimam Cur' & ante hanc Cur' obiit
 inde scit' Et qđ T. B. est ejus filius &
 pr' Heres Qui licet primo solempnit' exat'
 ad veniend' in Cur' & admitti tenend' non
 ven' sed defalt' fac' Ideo prima Procla-
 matio fact' fuit qđ si p'dictus T. B. filius
 non veniret in Cur' admitti tenend' ad
 ten'ta p'dicta cum pertin' Dñus ten'ta pze-
 dia' cum pertin' sciret in manus suas
 ppz', &c.

J. A. Electus & Jurat' fuit Constabu-
 lar' p Anno sequen'.

J. S. } Electi sunt Conseruatores bosci
 & }
 R. W. } p Anno sequen'.

Cōis Finis est 17 d. qui solbuntur Dño
 per Pomag' in Cur'.

Ad hanc Curiam Jur' p'sent' qđ citra
 ultimam Curiam & ante hanc Curiam
 scilicet vicesimo secundo die Octobris ult'
 p'terit' T. B. unus Customar' tenend' hu-
 jus Manerii sursumreddidit' in manus Dñi
 Manerii p'dicti per manus & acceptationē
 W. D. loco Ballivi Dñi in p'sentia G. R.
 & J. A. duorū Customar' tenend' hujus
 Manerii

Manerii tot' illud Customar' Messuag' sive tenementum vocat' sive cogn' per nōē de Wiggle sive alio nōē sive nōib' quibuscunq' cum omnib' Extradomib' Edificiis Hortis Stabulis Arvis Hortis Gardinis & serdecim Aeris terre Customar' plus sive minus cum omnibus & singulis eor' pectin' prout sunt situat' jacent' & existent' in S. modo in occupatione W. C. sive Assign' suor' Ad opus & usum M. H. de F. in dicto Com' Effer' vid' Hered' & Assign' suor' imperpetuū Proviso tamen & sup' Conditione qđ si p'dictus C. B. Heredes Executors Administratores sive Assign' sui bene & veraciter solvant seu solvi causabunt p'fatis M. H. Executorib' Administratorib' vel Assign' suis plenam summam ducentar' & decem librar' bone & legalis monete Anglie ante vel super vicesimum tertium diem Octobris qui erit in Anno Dñi Millesimo sexcentesimo sexagesimo nono ad domum mansonalem p'dict' M. H. situat' in F. supradict' qđ tunc sursumredd' p'dict' foret vacua & nullius effectus aliter reman' in plen' vi robor' & effectu.

petuum Cui Dominus per Senescallum con-
cessit inde Seisinam per virgam Hend & te-
nens eidem J. N. Heredibus & Assignis
suis imperpetuum Ad voluntatem Domini
secundum consuetudinem Manerii predicti per
redditum & servicium inde prius debitu & de
jure consuetu in aduc & consdene &
pro usu predicti S. M. Hered & Assigni
suorum Et dat Dominus de fine, &c. admissus
est inde tenens & fecit fidelitatem, &c.

Ad hanc Curiam Juris present quod A. S. ^{Admissio}
Uxor p. S. nuper una Customar' tenens ^{J. S. post}
huius Manerii Que tenuit sibi & Heredi ^{obit. A. S.}
suis de Domino huius Manerii una
Customar' Messuag' & decem & octo acras
terre sive plus sive minus unde duo
Crofta continent quinque acras vocat' Hais
una Croft' vocat' Molten-croft continet
duas acras unam rodam terre jacentem in
Howage una Croft' vocat' le Ridden continet
sex acras una al' Croft' vocat' Bulver-
Hopse Croft' continet tres acras & una
pratium jacentem prope le Ridden continet sex
acras citra ult' Curiam & Ante hanc Curiam
obit inde se'c' Et quod J. S. est ejus
Filius & prox' Heres & Status decem &
novem Annorum vel eo circiter Qui qui-
dem J. S. presens hic in Curia humiliter
petit se admitti Tenentem ad tenentia
predicta cum pertinentiis Cui Dominus per
Senescallum suum concessit inde Seisinam
per virgam Hend & tenens eidem
J. S. Heredibus & Assignis suis imperpe-
tuum ad voluntatem Domini secundum
consuetudinem Manerii predicti Et dat Do-
mino

Manerii tot' illud Customar' Messuag' sive tenementum vocat' sive cōgn' per nōen de Wiggle sive alio nōie sive nōinb' quibuscunq' cum omnib' Extradomib' Edificiis Porreis Stabulis Accriis Portis Gardinis & sexdecim Acris terre Customar' plus sive minus cum omnibus & singulis eorū pertiū p'out sunt situat' jacent' & existē in S. modo in occupatiōe M. C. sive Māgnū suorū Ad opus & usum M. H. de F. in dicto Com' Effer' vid' Hered' & Māgnū suorū imperpetuū Proviso tamen & sup' Conditione qđ si p'dictus C. B. Heredes Executores Administratores sive Māgnū sui bene & veraciter solvant seu solvi causabunt p'fat' M. H. Executozib' Administratozib' vel Māgnū suis plenam summam ducentarū & decem librarū bone & legalis monete Anglie ante vel super vicesimum tertiuū diem Octobris qui erit in Anno Dñi Millesimo sexcentesimo sexagesimo nono ad domum mansionalem p'dictā M. H. situat' in F. supradictā qđ tunc sursumredd' p'dicta foret vacua & nullius effectus aliter remanē in plen' vi roboze & effectu.

supponit & de hoc ponit se super Homi-
 gium Cur' Manerii p'dia' Et p'dia' C. ^{Deman-}
 C. pet' Licent' inde interloquendi hic us- ^{dant im-}
 que ad horam secundam post Merid' ejus- ^{parla.}
 dem Diei & ei conceditur, &c. & eadem
 hora dat' est p'dia' R. D. hic, &c. Et
 postea scit ad p'dia' horam secundam post
 Merid' ejusdem Diei idem C. C. revenit
 hic in Cur' in prop' persona sua & p'dia'
 R. D. licet solempnit' exa' non revenit ^{2d Vouchee}
 sed in Cur' contempt' recessit & default' se, ^{makes De-}
 cit Ideo secundum consuet' Man' p'dia' ^{fault.}
 considera' est per Cur' hic quod p'dia' C.
 C. recuperet seisinam suam vers' p'fat' C. ^{Judgment}
 C. de Tentis p'dia' cum p'tin' habend' ^{that the}
 & Tenend' eidem C. C. & Hered' suis ad ^{Plaintiff}
 volunt' Und' secundum Cons' Manerii p'dia' ^{shall reco-}
 quiet' de p'dia' C. C. & Heredibus suis ^{ver.}
 imperpetuum Et q'd idem C. C. habeat
 de Terris p'fat' C. C. ad valent', &c. in-
 fra, &c. Et quod idem C. C. ulterius
 habeat de Terris p'dia' R. D. ad va- ^{Haberi}
 lent', &c. infra, &c. & quod idem R. D. ^{tacias seisi-}
 sit in misericordia, &c. Et super hoc pre- ^{na', pray'd,}
 dia' C. C. petit precept' ministro Cur' ^{awarded,}
 Maner' p'dia' dirigend' de Hab' fac' ei ^{and exe-}
 plenar' seisinam de & in Tenementis pre- ^{cated.}
 dia' cum p'tin' & ei conceditur recognabile
 hic indilate, &c. Et postea scit isto eo-
 dem die venit hic in Cur' ministe' Cur'
 p'dia' viz. R. D. Ballivus ibm & recogno-
 nat Precept' p'dia' sibi inde direct' in
 omnibus servitu' & in forma Juris exe-
 cut' vidit quod ipse virtute precepti pre-
 dia' isto eodem die habend' fecit dicto C.
 C. plena' seisinam de & in Tenementis
 I i 2 p'dia'

1st Vouch-
er to War-
ranty.

2d Count.

3d Vouch-
er.

3d Count.

2d Vouches
pleads.

cit & unde dicit quod ipsemet fuit seignr
de Tenentis p̄dia' cum p̄tin' in Dñico suo
ut de feodo & Jure temp' pacis tempore
Dom̄ nup Rēg Willi, &c. & Dom̄
Reginū nunc capiendū inde exples' ad va-
lenc', &c. in quibus, &c. Et inde pduc
Secūm, &c. Et super hoc p̄dia' E. C.
in p̄p' persona sua ven' & defendi Jus
suum quando, &c. & vocat inde ad War-
rant' E. C. qui p̄scū hic in Cur' gratis
Tenēta p̄dia' cum p̄tin' ei Warrant'
Et super hoc p̄dia' E. C. petit vers' p̄-
fat' E. C. Tenent' p Warrant' suam Tenē-
ta p̄dia' cum p̄tin' in forma p̄dia' &
unde dicit qđ ipsemet fuit seignr' de Tenentis
p̄dia' cum p̄tin' in Dñico suo ut de feo-
do & Jure ad volunt' Eñi scdm̄ Cons
Manerii p̄dia' temp' pacis temp' Dom̄
Rēg nunc capiendū inde exples' ad valenc',
&c. & in quibus, &c. & inde pduc Secūm,
&c. Et super hoc p̄dia' E. C. Tenens p
Warr' suam ven' & defendi Jus suum
quando, &c. & ulterius vocat inde ad
Warr' Tenēta p̄dia' cum p̄tin' H. D. qui
scilicet p̄sens est hic in Cur' in p̄p' p̄-
sona sua & gratis Tenēta p̄dia' cum p̄-
tin' ei Warrantizat Et super hoc p̄-
dia' E. C. petit vers' p̄fat' H. D. Te-
nen' per Warr' suam, &c. (as in the 2d
Count) Et super hoc p̄dia' H. D. Tenens
per Warr' suam p̄dia' in p̄p' p̄sona sua
venit hic in ista cadm̄ Cur' & defendit
Jus suum quando, &c. & dicit quod p̄-
dia' J. H. non disseisabit p̄dia' E. C. de
Tenentis p̄dia' cum p̄tin' put idm̄ E. C.
p Breve & Narrationem suam p̄d' superius
supponi

supponit & de hoc ponit se super Homi-
 ginum Cur' Manerii p'dia' Et p'dia' E. ^{Deman-}
 E. pet' Licent inde interloquendi hic us. ^{dant im-}
 que ad horam secundam post Merid ejus. ^{parla.}
 d'm Diei & ei conceditur, &c. & eadem
 hora dat' est p'dia' R. D. hic, &c. Et
 postea scit ad p'dia' horam secundam post
 Merid ejusdem Diei idem E. C. revenit
 hic in Cur' in propy persona sua & p'dia'
 R. D. licet solempnit' exaa' non revenit ^{2d Vouches}
 sed in Cur' contempit' recessit & default' se, ^{makes De-}
 cit Ideo secundum consuet' Man' p'dia' ^{fault.}
 considerat' est per Cur' hic quod p'dia' E.
 C. recuperet seisinam suam vers' p'fat' E. ^{Judgment}
 C. de Centis p'dia' cum pertin' habend' ^{that the}
 & Tenend' eidem E. C. & Hered' suis ad ^{Plaintiff}
 volunt' Und' secundum Cons' Manerii p'dia' ^{shall reco-}
 quiet' de p'dia' E. C. & Heredibus suis ^{ver.}
 imperpetuum Et qd idem E. C. hab. ac
 de Terris p'fat' E. C. ad valenc', &c. in-
 fra, &c. Et quod idem E. C. ulterius
 habeat de Terris p'dia' R. D. ad va-
 lenc', &c. infra, &c. & quod idem R. D. ^{Haberi}
 sit in misericordia, &c. Et super hoc pre- ^{facias seisi-}
 dia' E. C. petit precept' ministro Cur' ^{na', pray'd,}
 Maner' p'dia' dirigend' de Hab' fac' ei ^{awarded,}
 plenar' seisinam de & in Tenementis pre- ^{and exe-}
 dia' cum ptin' & ei conceditur retornabile ^{cuted.}
 hic indilate, &c. Et postea scit isto eo-
 dem die venit hic in Cur' ministe' Cur'
 p'dia' viz. R. D. Ballivus ibm & retor-
 nat Precept' p'dia' ubi inde direct' in
 omnibus servitu. & in forma Juris exe-
 cut' vidit quod ipse virtute precepti pre-
 dia' isto eodem die habend' fecit dicto E.
 C. plena' seisinam de & in Tenementis
 p'dia'

jure consuet' Et dant Dñs de fine, &c.
& admissi sunt inde Tenentes fecerunt
que Dñs fidelitatem.

Another
Recovery
on a Dis-
seisin.

Plaint.

Process.

Appear-
ance per
Guardian.

1st Count.

1st Voucher.

ET postea sedente eadem Curia venit
W. B. in pp̃ persona sua & queritur
vers' T. D. p̃sentem hic in Cur' de
p̃lito Terr' viz. de uno Messuag, &c.
cum p̃tind in, &c. infra Jurisd̃ hujus
Cur' & fecit p̃testacionem p̃sequi Quere-
lam suam in Cur' ista in forma & na-
tura brevis Dñe Reg̃ de ingressu super
Disseisinam in le post ad Com̃ Regem
sedm̃ cons̃ Mañ p̃dia' & invenit Pleg̃
de p̃sequend̃ querel̃ suam p̃d̃ viz. J. D.
& R. R. & petit p̃cessum inde fieri sedm̃
cons̃ Mañ p̃dia' vers' p̃fat' T. dirigend̃
retornat' &c. Et ei conceditur, &c. Sed
idem T. p̃sens in ista Cur' per J. R.
Guardianū suum gratis comperuit ad
querelam p̃dia' Et super hoc p̃dia' W.
B. in pp̃ persona sua petit vers' p̃fat'
T. D. Cēta p̃dia' cum p̃tind in, &c. p̃-
dia' infra Jurisd̃ionem hujus Cur' ut
Jus & hereditat' suam sedm̃ consuet'
Mañ p̃dia' Et in que idem T. non habet
ingressum nisi post Disseisinam quam p̃
J. R. inde injuste & sine judicio p̃fat'
T. infra 30 annos jam ult' elaps' fact'
fuit & unde dicit qđ ipsemet fuit seiss-
tus de Cētis p̃dia' cum p̃tind in
Dñico suo ut de Feodo & jure sedm̃ cons-
uet' Mañ p̃dia' temp̃ pacis temp̃ Dñe
Reg̃ nunc capiend̃ inde exple's ad valenc̃,
&c. & in que, &c. Et inde produc̃ sec̃, &c.
Et

Et super hoc predicta' T. D. per Guar-
 dianum suum predicta' venit & defendit Jus
 suum quando, &c. & vocat inde ad War-
 rantizandum G. J. qui presens hic in Cur'
 in propria persona sua gratis predicta
 Tenementa cum pertinentiis ei warranti-
 zat', &c. Et super hoc predicta' M. B. ^{2d Count.}
 petit vers' prefat' G. J. Tenentem
 per Warrantiam suam Tenentia predicta'
 cum pertinentiis in forma predicta' Et unde
 dicit quod ipsemet fuit seiscitus de Tenen-
 tis predicta' cum pertinentiis in Banco suo ut
 de Feodo de Jure secundum consuetudinem Man-
 u predicta' tempore pacis tempore Domini Regis
 nunc capiundo, &c. (as the 1st Count) Et
 super hoc predicta' G. J. Tenens per ^{2d Voucher.}
 warrant' suam venit & defendit Jus
 suum quando, &c. & ulterius inde vocat
 ad warrantizandum S. L. qui similiter pre-
 sens est hic in Cur' in propria persona sua &
 gratis predicta' Tenentia cum pertinentiis ei war-
 rantizat', &c. Et super hoc predicta' M. ^{3d Count.}
 B. petit vers' prefat' S. L. Tenentem
 per warrantiam suam predictam Tenentia pre-
 dicta', &c. (as the 2d Count) Et super hoc
 predicta' S. L. Tenens per warrant' suam ^{2d Voucher}
 predicta' in propria persona sua venit & de- ^{pleads.}
 fendit Jus suum quando, &c. & dicit per
 predicta' J. R. non disseisibit predicta' M.
 B. de Tenementis predicta' cum pertinentiis per
 idem M. B. per Breve & Barr' sua predicta'
 superius supponitur & de hoc ponit se super
 priam Et predicta' M. B. petit Licentiam
 inde interloquendi usque ad horam primam ^{Demandant}
 post Meridies istius Diei & ei conceditur, ^{imparls}

acras vocat' Tings Customar' & Veriotas
 bil' & un' Hoppett' continend' unam Rodd
 terre parcelle terre vocat' Scarlets Ad opus
 & usum R. A. Civis & Mercatoris scissoris
 London' Hered' & Assign' suorum imperpe-
 tuum Super quo predia' R. A. presens hic
 in Cur' humillime petit se admiti te-
 nend' ad tenita predia' cum pertinu' Cui
 Dominus per Senescallum concessit & li-
 beravit inde seisinam per virgam Vendit &
 Tenend' tenita predia' cum pertinu' eidem
 R. A. Heredib' & Assign' suis imperpe-
 tuum Ad voluntatem Dñi secund' consue-
 tud' Manerii predia' Et dat Dñs de
 fine, &c. admissus est inde tenens Et sec
 fidelitar', &c.

Performa-
 tio Condi-
 tional' sur-
 sumredd'.

Ad hanc Cur' Jur' p'sent' super factis
 quod pdia' S. B. solvit summam Trece-
 centa & quadragint' trium librar' & duo-
 decim solidor' R. A. super decimum diem
 Aprilis in plenam exonerationem condi-
 tional' sursumredd' fact' ad ult' Cur' hic
 tenet' duodecima die Octobris Anno Reg
 dicti Dñi Regis nunc vicesimo.

Sursum-
 redd' R. A.
 ad usum
 test'i.

Postea seden' Cur' predia' R. A. sur-
 sumredd' omnia & singula tenita predia'
 cum pertinu' in manus Dñi Manerii
 pdia' per manus & acceptationem Se-
 nescalli predia' per virgam Ad opus &
 usum ult' voluntatis sue & talium perso-
 nar' & tal' stat' qual' p' ult' voluntate sua
 forent limitat' & appunctuat', &c.

de necnon omnes & omnimodas Errorem
 & Errores Causam & Causas Erroris &
 Errorum Dispersiones Defectus & Erronicos
 processus quoscunque & qualitercunque habit'
 conditis omnis pmissis seu perpetrat' in Que-
 rel' Plit' Process' Iudicio & Executione Surrender
of the Re-
coveror to
certain
Uses.
 supradicta' vel eorum aliquo Et postea p'dicta'
 C. C. ad istam eandem Cur' venit in p-
 p'dicta' persona sua & in apta Cur' sursumredd'
 in manus Dni Manerii p'dicta' p Man-
 dicti Beneschalli p virg' sedm' consuet'
 Man' p'dicta' omnia & singula pmissa p-
 dicta' cum p'tin' sicut in forma p'dicta' recu-
 pat' ad opus & usum C. C. p'dicta' & D.
 H. quam dic' C. C. (Deo dante) ducet
 in uxorem p & durant' vit' eorum & al-
 terius eorum diutius vident' & Heredibus
 de corpore dicti C. de corpore dicte D. H.
 legitime pcreand' & p defectu talis exitus
 remanere inde p'dicta' C. C. & heredibus
 suis imppetum Qui quidem C. C. & D.
 H. p'sentes hic in Cur' humiliter petunt
 se admitti ad pmissa p'dicta' cum p'tin'
 sedm' formam & effectum sursumreddito-
 nis p'dicta' p Beneschall' suum p'dicta' qui
 quidem Beneschallus p'dicta' concessit & li- Admission
thereupon.
 berabit eis inde seisinam per virgam Ha-
 bendi & Tenendi p'fat' C. C. & D. H. p &
 duram vita eorum & alterius eorum diutius
 vident' & heredibus de corpore p'dicta' C.
 C. de corpore dicte D. H. legitime pcre-
 and' Et p defectu talis exitus remanere
 inde p'dicta' C. C. & Hered' suis imppe-
 tum de Dno p virg' ad volunt' Dni
 sedm' consuet' Manerii p'dicta' p redd' ser-
 vic' & consuetud' inde prius debet' & de
 I i 3 iure

dit' & servic' inde prius debet' & de jure
consuet' Et dat' Dñs de fine, &c. admissus
est inde tenens sed fidelitas respectuat'
quousq, &c.

Admissio

A. A. post
obit' R. L.

Ad hanc Cur' Jur' p'sent' qđ E. R. nup
und Customar' tenend hujus Manerii qui
tenuit sibi de Dño Manerii p virgam p
termino vite sue duo Customar' Messuag
libe teata & decem & octo acres terre cum
ptin' Remanere inde post ejus decessum
liberis suis quos haberet tempore mortis
sue equalit' inter eos dividend' post ult'
Cur' & ante hanc Cur' obiit Et quod
ipsa tempore mortis sue reliquit quatuor
liberos videlicet E. S. Uxorē W. S.
A. A. Uxor' J. A. G. L. & R. S. Uxor'
J. S. Sup quo p'dict' A. A. Uxor' p'dict'
J. A. ven' cum viro suo p'dict' Et ha-
millime pet' se admitti tenend ad unam
tertiam partem tenon p'dictor' cum ptin'
in tres partes dividend' Cui quidem A. A.
Dñus p Senescallum concessit & liberabit
inde seignam p virgam Hend & Tenend
sibi Heredib' & Assign' suis imperpetuum
ad voluntatem Dñi secund' consuet' Ma-
nerii p'dicti p reddit' & servic' inde prius
debit' & de jure consuet' Et dat' Dñs de
fine, &c. admissus est inde tenens sed fide-
lit' respectuatur quousq, &c.

Admissio

G. L. post
obit'.

Ad hanc Cur' Jur' present' qđ E. R.
vid, &c. ut antea & admissio R. S. ut
antea.

Et super hoc predicta' T. D. per Guar-
 dianum suum predicta' venit & defendit Jus-
 suum quando, &c. & vocat inde ad War-
 rantizandum G. J. qui presens hic in Cur'
 in prop^a persona sua gratis predicta
 Tenementa cum pertinet ei warranti-
 zat', &c. Et super hoc predicta' W. B. ^{2d Count.}
 petit vers' presat' G. J. Tenentem
 per Warrantiam suam Tenentem predicta'
 cum pertinet in forma predicta' Et unde
 dicit quod ipsemet fuit seiscitus de Ten-
 tis predicta' cum pertinet in Tenico suo ut
 de Feodo de Jure sedm^e consuet' Nam
 predicta' tempore pacis tempore Domⁱ Regⁱ
 nunc capiendo, &c. (as the 1st Count) Et
 super hoc predicta' G. J. Tenens per ^{2d Voucher.}
 warrant' suam venit & defendit Jus-
 suu' quando, &c. & ulterius inde vocat
 ad Warrantizandum S. L. qui similiter p-
 lens est hic in Cur' in prop^a plona sua &
 gratis predicta' Tenentem cum pertinet ei war-
 rantizat', &c. Et super hoc predicta' W.
 B. petit vers' presat' S. L. Tenentem ^{3d Count.}
 p^r warrantiam suam predictam Tenentem pre-
 dicta', &c. (as the 2d Count) Et sup^r hoc
 predicta' S. L. Tenens p^r warrant' suam ^{2d Voucher}
 predicta' in prop^a plona sua venit & de- ^{pleads.}
 fendit Jus suum quando, &c. & dicit p^r
 predicta' J. D. non disseisibit predicta' W.
 B. de Tenementis predicta' cum pertinet p^rut
 idem W. B. p^r Breve & Barr' sua p^red-
 ius supponitur & de hoc ponit se sup^r
 P^riam Et predicta' W. B. petit Licenc^e
 inde interloquendi usq^{ue} ad horam primam ^{Demandant}
 post Meridⁱ illius Diei & ei conceditur, ^{impairs,}
 I i 4 Et.

Manerii tot' illud Customar' Messuag' sive tenementum vocat' sive cogn' per nomen de Wiggle sive alio nomine sive nominibus quibuscunque cum omnibus Extradomibus Edificiis Porreis Stabulis Acriis Hortis Gardinis & sexdecim Acriis terre Customar' plus sive minus cum omnibus & singulis eorum pertinentiis prout sunt situate jacent & existunt in S. modo in occupatione M. C. sive Magistri suorum Ad opus & usum M. H. de f. in dicto Com' Effertur per Heredes & Magistri suorum imperpetuum Probato tamen & super Conditione quod & predictus C. B. Heredes Executores Administratores sive Magistri sui bene & veraciter solvant seu solvi causabunt prefato M. H. Executoribus Administratores vel Magistri suis plenam summam ducentarum & decem librarum bone & legalis monete Anglie ante vel super vicessimum tertium diem Octobris qui erit in Anno Domini Millesimo sexcentesimo sexagesimo nono ad domum mansionalem predictam M. H. situatam in f. supradictam quod tunc sursumredd' preest foret vacua & nullius effectus aliter remanere in plen' vi roboris & effectu.

Several

p̄ recuperat' & totum jus Statum Ti-
 tulū Clameum & Demandi sua quecun-
 que ad inde ad opus & usum dicit' R.
 W. & Hered' & Assign' imperpetuum qui
 quidem R. p̄sens hic in Cur' humiliter
 petit se admitti ad p̄missa p̄dicta' cum
 p̄tinent' sedm̄ formā & effectū sursurrendi, ^{Admission}
 ditionis p̄dicta' cui Dñs Manerii p̄re- ^{thereupon.}
 dicta' p̄ Beneschall suū p̄dicta' concessit inde
 seisinā p̄ virg' habend' & Tenend' sibi &
 Heredibus suis de Dño Manerii p̄dicta'
 per reddit' servic' & consuet' inde p̄ius
 debet' & de Jure consuet' & dat' Dño de
 fine, &c. & admissus est inde Tenens Sed
 fidelitas ejus respectuatur quousq; &c.
 (he being an Infant).

AD hanc Cur' testat' est per Homagiū ^{Another}
 qđ A. B. unus Customar' Tenend' ^{Recovery}
 Manerii p̄dicta' venit & hic in plena & ^{by Way of}
 aperta Cur' sursurredd' per virg' in ^{Surrender}
 Man' Dñd Man' p̄dicta' per manū R. C. ^{and Ad-}
 Gen' Benesch' sui Man' p̄dicta' sedm̄ cons' ^{mission, &c.}
 ejusdem Man' unum Camp' vocat', &c.
 cum p̄tinet ad opus & usū R. W. Hered'
 & Assign' suoꝝ imppetuum Et modo ad
 eandem Cur' ven' p̄dicta' R. W. in pp̄
 p̄son' sua & petit se admitti ad p̄missa
 cum p̄tinet cui Dñs per Beneschall suū
 p̄dicta' concessit inde seisinā per virg' ha-
 bend' & Tenend' p̄missa p̄dicta' cum p̄tin'
 eidem R. W. Hered' & Assign' suis imper-
 petuū de Dño per virg' ad volunt' Dñd
 sedm̄ consuet' Man' p̄dicta' per annual'
 reddit', &c. fidel' Ser' Cur' & al' servic'
 inde p̄ius debet' & de Jure consuet' & p̄
 ingressu

1st Vouch-
er to War-
ranty.

2d Count.

2d Vouch-
er.

3d Count.

2d Vouch-
er pleads.

est & unde dicit quod ipsemet fuit seisor
de Tenentis p̄dia' cum p̄tin' in Dñico suo
ut de feoda & Jure temp' pacis tempore
Dom' nup' Reg' Willi, &c. & Dom'
Regin' nunc capiend' inde exples' ad va-
lent, &c. in quibus, &c. Et inde pduc'
Secundam, &c. Et super hoc p̄dia' E. T.
in p̄p' persona sua ven' & defend' Jus
suum quando, &c. & vocat inde ad War-
rant' T. C. qui p̄sent' hic in Cur' gratis
Tenent' p̄dia' cum p̄tin' ei Warrant'
Et super hoc p̄dia' E. T. petit vers' p̄-
fat' T. C. Tenent' p' Warrant' suam Ten-
ta p̄dia' cum p̄tin' in forma p̄dia' &
unde dicit qd' ipsemet fuit seisor' de Tenentis
p̄dia' cum p̄tin' in Dñico suo ut de feo-
do & Jure ad volunt' Dñi secundum Cond'
Manerii p̄dia' temp' pacis temp' Dom'
Reg' nunc capiend' inde exples' ad valent,
&c. & in quibus, &c. & inde pduc' Sec'
&c. Et super hoc p̄dia' T. C. Tenens p'
Warr' suam ven' & defend' Jus suum
quando, &c. & ulterius vocat inde ad
Warr' Tenent' p̄dia' cum p̄tin' R. D. qui
scilicet p̄sent' est hic in Cur' in p̄p' p̄-
sona sua & gratis Tenent' p̄dia' cum p̄-
tin' ei Warrantizat Et super hoc p̄-
dia' E. T. petit vers' p̄fat' R. D. Te-
nent' per Warr' suam, &c. (as in the 2d
Count) Et super hoc p̄dia' R. D. Tenens
per Warr' suam p̄dia' in p̄p' p̄sona sua
venit hic in ista eadem Cur' & defendit
Jus suum quando, &c. & dicit quod p̄-
dia' J. R. non disseisavit p̄dia' E. T. de
Tenentis p̄dia' cum p̄tin' put idem E. T.
p' Breve & Narrationem suam p̄d' superius
supponit

cur' fuit, &c. (as before) to
 et pred' A. B. Tenens per ^{Who}
 in venit & defendit Jus suum ^{vouches}
 & ulterius voc' inde ad war. ^{another.}
 qui similiter presens hic in
 persona sua & gratis Centa
 pertin' ei war', &c. Et super
 M. P. petit vers' prefat' P.
 r' per war' suam centia pred'
 in' in forma pred', &c. & unde
 d' ipsemet fuit seist', &c. (as before
 &c.) Et pred' P. H. Tenens ^{Who pleads}
 suam ven' & defend' Jus suu' ^{no Discei-}
 &c. & dicit quod pred' P. H. non ^{fin.}
 et pred' W. P. de Centis pred' ^{Plaintiff}
 cum pertin' prout pred' M. P. ^{imparls.}
 succet & Parr' suas pred' superius
 mitur Et de hoc ponit se super Ho.
 &c. Et pred' W. P. petit licenc
 interloq' hic usq' ad undecimam Ho.
 ante Merid' hujus instantis diei, &c.
 jabet, &c. eadem hora dat' est prefat'
 H. essendi hic, &c.
 Et postea seist ad hanc Cur' ad pred' ^{Judgment}
 oram pred' W. P. rebenit hic in Cur' ^{per De-}
 propria persona sua & pred' P. H. li. ^{fault.}
 t' solempniter exat' non rebenit sed in
 contempt' Cur' recessit & defalt' fecit.
 Ideo considerat' est per Cur' pred' quod
 pred' W. P. recuperet seisinam suam vers'
 prefat' A. B. de premisis pred' cum per-
 tin' Et qd' pred' A. B. habeat de Terr'
 customat' pred' A. B. infra hoc Maner'
 ad valenc, &c. & idem P. H. in miseris-
 end'. &c. Et ~~sed~~ et pred' W. P. pe- ^{Hab' fac'}
 faciend' ei plenar' ^{Seisinam}
 Seisinam

The Reco-
veror ad-
mitted.

Surrender
of the Re-
coveree &
Vouchers.

dia' cum pertin' sic recuperat' put ei su-
pius Mandat' fuit Et super hoc modo
ad istam eandem Cur' venit pzetat' E.
C. in pp'd persona sua & humiliter peti-
se admitti ad p'missa p'edia' cum per-
tin' sedm' formam & effect' recuperationis
pd' Et Dominus Manerii p'dia' in plena
Executione Recuperationis p'dia' & sedm'
cons' Maner' pd' p' Beneschall' suum p'
dia' concessit et inde seisinam p' virgam
Habend' & Tenend' omnia & singula p'
missa p'dia' cum pertin' p'fat' E. C. Here-
dibus & Assign' suis de Dono p' virg' ad
volunt' Dono secundum consuet' Man' p'
dia' per reddit' servic' & consuetud' inde
p'ius debet' & de Jure consuet' deditque
Dño de Fine, &c. Et admissus est inde
Tenens fecitq' Dño fidelitatem Et postea
scit' ad eandem Cur' vener' p'dia' B. C.
C. C. & H. D. in p'p'is personis suis
& hic in aperta Curia sursumredd' per
virg' in Man' Dñi Man' p'edia' p' Man'
Beneschalli sui omnia & singula p'missa
p'edia' cum pertin' ad opus & usum
dicti E. C. Hered' & Assign' suoz imper-
petuum & ulterius p' se Heredibus Ere-
cutoribus & Administratoribus suis &
eoz quolibet separatim & respectu
plene libere & absolute remisit' relaxa-
ver' & imperpetuum quiete clamaver'
p'fata E. C. in plena & pacifica Pos-
sessione & seisina sua existen' Heredibus
& Assign' suis totam Jus Stat' Titulum
Interesse Clam' & Demand' sua quacunq'
ipsoz p'fat' B. C. C. C. & H. D. & eoz
cujuslibet de in vel ad p'missa p'dia' cum
pertin' vel aliquam ptem sive pcellam in-

qd ipsemet seisi' fuit, &c. (as before) to
 sectam, &c. Et pzed' A. B. Tenens per ^{Who}
 warrant' suam venit & defendit Jus suum ^{vouches}
 quando, &c. & ulterius voc' inde ad war- ^{another.}
 rant' R. H. qui similiter pzedens hic in
 Cur' in pp' persona sua & gratis Teñta
 pzed' cum pertin' ei warr', &c. Et super
 hoc pzed' W. P. petit vers' pzedat' R.
 H. Tenent' per warr' suam teñta pzed'
 tum pertin' in forma pzed', &c. & unde
 dicit quod ipsemet fuit seisi', &c. (as before
 to sectam, &c.) Et pzed' R. H. Tenens ^{Who pleads}
 per warr' suam ven' & defend' Jus suu' ^{no Dissei-}
 quando, &c. & dicit quod pzed' R. H. non ^{fin.}
 dissei'it pzed' W. P. de Teñtis pzed' ^{Plaintiff}
 prout cum pertin' prout pzed' W. P. ^{imparls.}
 per Querel' & Warr' suas pzed' superius
 supponitur Et de hoc ponit se super Ho-
 mag, &c. Et pzed' W. P. petit licenc'
 inde interloq' hic usq' ad undecimā Ho-
 ra ante Merid' hujus instantis diei, &c.
 & habet, &c. eadem hora dat' est pzedat'
 R. H. essendi hic, &c.

Et postea scit ad hanc Cur' ad pzed' ^{Judgment}
 Hozam pzed' W. P. revenit hic in Cur' ^{per De-}
 in propria persona sua & pzed' R. H. li- ^{faulr.}
 cet solempniter exat' non revenit sed in
 contempt' Cur' recessit & default' fecit.
 Ideo considerat' est per Cur' pzed' quod
 pzed' W. P. recuperet seisinā suam vers'
 pzedat' R. H. de premisis pzed' cum per-
 tin' Et qd' pzed' R. W. habeat de Terr'
 customar' pzed' A. B. infra hoc Maner'
 ad valenc', &c. & idem R. H. in miseri-
 cord', &c. Et super hoc pzed' W. P. pe- ^{Hab' fac'}
 tit Precept' de habere faciend' ei plenar' ^{Seisinam}
 seisinam

Seisin deli-
vered.

And Plain-
tiff admit-
ted.

Defen-
dant's Re-
lease to the
Plaintiff.

seisinam de Tenementis p'd' cum p'tin' mi-
nistro Cur' dirigend' & ei conceditur retor-
nabile hic indilate, &c. Et postea seist hoc
eodem die & anno, &c. ven' hic in Cur' d'
W. P. in pp'd' p'sona sua & minister Cur'
p'd' certificat Cur' qd' ipse virtute p'cept'
p'd' sibi inde directa' d'ico die, &c. habere fe-
cit p'sat' W. P. plenat' seisin' de Tenementis
p'd' cum p'tin' put p' p'cept' p'd' sibi Mandat'
fuit cui quide W. P. Dñus ad hanc Cur'
concedit etiam seisinam p' virg de Centis p'd'
Habend' & tenend' p'missa p'd' cum p'tin'
eidem W. P. Hered' & Assign' suis imppet'
de Dño p' virg ad volunt' Dñi sedm cons'
Mad' p'd' p' annual' reddit', &c. fidelit'
lea' Cur' & al' servit' prius debet' & de Jur'
consuet' & p' ingressu suo inde dat' Dño de
fine put patet in margine & fecit fidelit' &
admissus est inde Tenens p' fine, &c.

Et postea eadem Cur' vener' p'd' R. W.
N. B. & P. H. & remisaber' relaxaber' &
omnino p' se & Hered' suis imppet' quiet'
clamaber' p'd' W. P. in sua plen' & pacifica
possessione & seisina existen' totum Jus Ti-
tul' Claim' Interesse & Demand' sua quacun-
q; q; unquam habuer' habent seu quovis
modo in futur' habere poterint de aut in
Tenementis p'd' aut in aliqua inde parcel'
ita qd' nec ipsi nec eorū aliquis nec Her-
ed' alicujus eorū aliquid Jus Statum
Titul' Claim' Interesse seu Demand' de
aut in Tenem' p'd' aut in aliquo inde part'
habeant nec habere debeant in futur' sed
ad omnium occasione Juris Titul' Claim'
Hus Interesse & Demand' inde petend'
sint exclusi & quilibet eorū sit exclusus &
p'sentes.

Et postea ad eandem Cur' ven' p'd' W. The Plain-
 P. in p'p' p'son' sua & in plen' & apta tiff sur-
 Cur' Sursumredd' per Virg in manus renders to
 Dñi Man' p'dia' p' man' Beneschalt sui p'd one of the
 scdm Cons ejusd' Manerii omnia & sin- Defendants.
 gula p'missa p'dia' cum p'tin' ad opus
 & usum p'd' M. hered' & assig' suoz imppe-
 tuu' — Et modo ad hanc Cur' ven' p'dia' His Admis-
 M. B. in p'p' persona sua & petit se sion there-
 admitti ad Tenementa p'dia' cui Dñus upon.
 per Beneschalt suum p'dia' concessit inde
 seisin' p' Virg Habend' & Tenend' Ten'ta
 p'dia' cum p'tin' eidem M. B. hered' &
 Assig' suis imperpet' de Dño p' Virg
 ad volunt' Dñi scdm Cons Man' p'edia'
 per Annual Redd' &c. fidel' Sec' Cur'
 & al' Servic' inde p'ius debet' & de jure
 consuet' & pro Ingr' suo Dat' Dño de
 fine p'out patet, &c. & fecit fidel' & ad-
 missus est inde Tenens &c. — Et ulte- His Surren-
 rius ad eandem Cur' venit p'dia' M. B. der to the
 in p'p' p'son' sua & in plen' & aperta other De-
 Cur' Sursumredd' p' Virg' in Man' Dñi fendant.
 Manerii p'dia' per Man' Benesch' sui p'd
 scdm Cons ejusdem Manerii omnia &
 sing' Ten' p'dia' cum p'tin' ad opus & usum
 R. B. de, &c. Ben' hered' & Assig' suoz
 imppet' — Super quo ad eand' Cur' ven' Admission
 p'dia' R. W. in p'p' p'son' sua & pet' thereupon.
 se admitti ad Ten' p'dia' cum p'tin' cui
 Dñus per Benesch' suu' p'edia' concessit
 inde seisin' per Virg' Habend' & Tenend'
 Ten' p'dia' cum p'tin' eidem R. W. hered'
 & Assig' suis imppetu' de Dño, &c. (as the
 Admission Sup'ra.)

Another
Form in
Nature of
a Writ of
Right Pa-
tent.

Plaint, &c.

Precept to
summon
the Defen-
dant.

Defendant
appears,
&c.

The Plain-
tiff's Count
and Title.

AD hanc Cur' ven' A. B. de, &c. in
prop' p'sona sua & queritur vers'
M. B. de p'lico Terr' viz. de uno Mes-
suag' &c. cum p'tin' in, &c. Ten' de ista
Maner' per Copiam Rotulo' Cur' istius
Manerii & fecit protest' p'sequi Querel'
suam p'dia' in forma & natura Brevis
Dñe Reg' de Recto paten' ad Com' Le-
gem scdm' Cons' Manerii p'dia' & in-
ven' Pleg' de p'osequendi Querel' suam
p'dia' hic in eadm' Cur' scit J. D. &
R. R. & petit process' superinde sibi fieri
vers' p'efat' M. B. scdm' Cons' Manerii
p'dia' Ideo scdm' Cons' Manerii p'dia'
Preceptu' fuit J. S. Ballivo Manerii
p'dia' ac Ministro Cur' illius quod
sumoneat p'dia' M. M. ita quod sit hic
ad p'or' Cur' Manerii p'dia' scit Dies,
&c. tenend' ad Respond' p'fat' M. B. de
placito p'dia' & tunc quod habeat ibid'
nomina Sumonit' & hoc Precept' Et
idem Dies dat' est Petenti hic essend',
&c. Et modo scit ad hanc Cur' ven'
p'fat' M. M. in prop' p'sona sua & in
plen' Cur' hic gratis se obtulit ad re-
spond' p'fat' M. B. de p'lico p'dia' & bon'
sum' suos, scit J. D. & R. R. scdm'
Cons' Manerii p'dia' Et super hoc modo
ad hanc Cur' p'dia' M. B. scit in prop'
p'sona sua ven' & petit vers' p'fat' M. B.
Messuag', &c. p'dia' cum p'tin' in, &c. p'
dia' ten' de ista Man' p' Copiam Rotu-
lo' Cur' illius ut Jus & hereditat' suam,
& unde dicit quod ipsemet fuit seisc' de
Ten' p'dia' cum p'etin' in Dñico suo ut
de

volunt' Dñi scdm Cons' Man' pdia' per
formā sursumredditionis pdia' tempore
pacis tempore Dñe Rñe nunc, &c. ca-
piendo inde explet' ad Valentiam, &c. &
de ipso J. post mortem pdia' E. (ea
quod uterq; pdia' J. & E. obierunt sine
herede de corpore suo litime procreat') re-
mansit Jus per formam sursumreddi-
tionis pdia' scdm Cons' Manerii pdia' isti
S. J. qui nunc petit videlt ut filio & heredi
C. J. fratris & heredi pdia' W. J. &
inde producit sedam, &c.

S. D. queritur & B. M. & F. ur' ejus
de plica Terre vidlt de uno Messuagio,
&c. cum ptin' in T. infra Jurisdiction'
hujus Curie & fecit protestacōem prole,
qui querelam suam in forma & natura
brevis Dñe Rñe Mase mortis antecessoris
ad com' Regem, &c. & petit processum p
eo fieri scdm' Cons' hujus Manerii in
forma & natura brevis pdia' dirigend'
Ballivo & Ministris hujus Curie ———
Ideo preceptū est, &c. quod idem Bal-
livus & Ministri p Mandat' & Precept'
Dñi hujus Manerii & scdm Cons' ejus-
dem Manerii summoniant per bonos
Summonitores 12 probos & legales homi-
de homagio hujus Manerii qđ sine corā
Seneschallo ejusd' Manerii ad pr' Cur'
infra Maner' illud tenend' parati super
Sacramentū recognoscere si C. D. pater
pdia' S. fuit leisit' in Dñico suo ut de
Feodo ad volunt' Dñi scdm Cons' Ma-
nerii istius die qua obijt de & in uno
Messuagio, &c. de Terr' customar' hujus

Another
Plaint, &c.
in Nature
of an Affize
de Mortu-
dancelster.

Precept to
summon a
Jury, &c.

Defendant
surrenders
and relea-
ses to the
Plaintiff
with War-
ranty.

pdia' & fecit inde Dño Fin' & Fider' &
admiss' est inde Tenens — Et postea scilicet
ad istam eand' Cur' pdia' A. B. ad tunc
plens existens ven' & pdia' M. B. sur-
sumreddidit in Man' Dñi Cen' pdia'
cum ptin' ad opus & usum pdia' A. B.
hered' & assign' suoz imperpet' Et ulte-
rius p'fat' M. B. remisit relaxabit & om-
mino pro se & hered' suis imperpet' quiet-
clam p'fat' A. B. hered' & assign' suis in
sua plena & pacifica possessione & seisinā
existen' Die confectio' plen' scdm Cons'
dia' Man' de & in Cen' pdia' cum ptin'
totum Jus Stat' Titul' Clam' Interest'
seu Demand' sua quecumq; que unquam
habuit habet seu quovismodo in futur'
habere poterit de aut in Cen' pdia' cum
ptin' aut aliqua parcel' eozund' ita
vidit quod nec p'fat' M. B. nec hered'
sui aut aliqui eoz aliquod Jus Stat'
Tit' Clam' Interesse seu Demand' de aut
in Cen' pdia' cum ptin' suis nec in aliq'
p'cell' eozdm de cetero exiger clamar' seu
vendicar' poterint nec debent in futur'
sed ab omni actione Juris Tituli Cla-
mei Interesse & Demand' inde petend'
imperpet' aut exclus' & quilibet eoz ut
exclusus imperpet' per presentes Et pre-
terea p'fat' M. B. concessit pro se &
hered' suis quod ipse Warrantizat
Cen'ta pdia' cum ptin' p'fat' A. B.
& heredibus suis contra omnes homines
in perpetuum.

S. J.

S. J. queritur vers' **D. F. & B.** ur' ^{A Plaine}
 ejus de p'tito Terr' viz. de uno Messuag' ^{and Prote-}
 duobus Cottag' &c. cum p'rtin in **H.** in ^{itation in}
 fra Jurisdicōi hujus Cur' & fecit prote- ^{Nature of a}
 stacone p'osequi querelam istam in forma ^{Formedon.}
 & natura Brevis Dñe **R.** de forma Dona-
 tionis inde remanere ad Coenū Regem, &
 inven' pleg' de p'sequend' querel' ill' in for-
 ma & natura p'dia', viz. **J. D. & R. R.** ^{Process}
 & petit p'ces' superinde sibi fieri scdm ^{Pray'd.}
 consuet' Man' p'dia' vers' p'dia' **D. & B.**
 uroz' ejus, &c. Idco scdm Cons' Man' il-
 lius a tempore cujus contrar Mem' homi-
 non existit usitat' Precept' est Subballi- ^{Precept to}
 vo Manerii p'dia' ac Ministro Cur' pze- ^{summon.}
 dia' quod sumoneat p' bonos sum' p'dia' ^{the Defen-}
D. & B. quod sint co' Sedatozih Cur' ^{dants.}
 p'dia' ad p'or' Cur' Manerii p'dia' Die,
 &c. apud Maneriu' p'dia' tenend' ad re-
 spond' p'fat' **S. J.** de p'edia' p'tito, &c.
 Idem dies dat' est p'fat' **S. J.** hic, &c.
 — Ad quam quidm' p'or' Cur' vener' ^{Defendants}
 tam p'dia' **S. J.** quam p'dia' **D. & B.** ^{appear by}
 per **J. R.** attorn' suū & p'dia' Minister' ^{Attorney.}
 Cur' p'dia' Retozū hic in Cur' quod ipse
 virtute Precept' p'edia' sibi direct' sum'
 p'dia' **D. & B.** per bonū sum' viz. p' **J. D.**
 & **B. R.** essendi hic ad hanc Cur' ad re-
 spond' p'fat' **S. S.** de p'tito p'dia' p'out
 sibi p'ceptū fuit, &c. Et super hoc pze-
 dia' **S. J.** petit vers' p'dia' **D. & B.** ^{Plaintiff}
 Tenementa p'dia' cum p'ciū ut **Jus &** ^{Counts.}
 hereditatem sua dicendo qd' quidem **M. J.**
 fuit: scilicet de Tenementis p'edia' cum
 p'ciū in Dñico suo ut de Feodo ad volunt'

His Title.

Dñi scdm Cons' Manerii p̄dia' & sic inde
 sc̄itatus existens scdm Cons' Manerii il-
 lius a tempore quo non existit memoria
 uisat' & approbat' ad Cur' Manerii
 p̄dia' tenet' apud, &c. infra p̄etina' Ma-
 nerii p̄dia' Dic, &c. Anno, &c. per J. B.
 & C. R. Deputat' Ballivi Manerii p̄-
 dia' in p̄sentia J. C. C. S. B. R. &c.
 tunc Tenend' Dñi Manerii p̄dia' sursum-
 reddidit in Manu Dñi Tenementa p̄-
 dia' cum p̄tin' ad opus & usū cuiusdam
 M. tunc uxoris p̄di M. J. tenend' ad
 term' vite sue & post decessum ejusdem
 M. p̄dicta Tenementa cum p̄tin' inte-
 gra remanerent cuidam J. J. filio R.
 J. fratris p̄dia' M. J. & heredibus de
 corpore suo litime procreat' Et pro defectu
 talis exitus ejusdem J. p̄dicta Tenementa
 cum p̄tin' integre remanere cuidam
 C. J. filie p̄dia' M. tenend' sibi & heres-
 dibus de corpore suo litime procreat' &
 pro defectu talis exitus ejusdem C. p̄-
 dia' Tenementa cum p̄tin' integre rema-
 nere reatis heredibus p̄dia' M. J. &
 heredibus suis imperpetuū Virtute cu-
 jus quidam sursumreddicionis p̄dia' M.
 sc̄it' fuit de Tenementis p̄dicta' cum
 p̄tin' in Dñico suo ut de libero Tenemen-
 to ad volunt' Dñi scdm cons' Manerii
 p̄dia' tempore pacis tempore p̄dia' Rñe,
 &c. capiendo inde Explet' ad volunt' &c.
 & de ipsa M. remansit Jus p̄ forma' sur-
 sumreddicionis p̄dia' scdm Cons' Manerii
 p̄dia' J. J. p̄dia' per quod idem J. fuit
 sc̄itatus de Tenementis p̄dia' cū p̄tin' in
 Dñico suo ut de feodo talliata a
 volum

volunt' Dñi scdm Cons' Man' pdicti per
formā sursumredditionis pdict' tempore
pacis tempore Dñe Rñe nunc, &c. ca-
piendo inde explet' ad Valentiam, &c. &
de ipso J. post mortem pdict' E. (ea
quod uterq' pdict' J. & E. obierunt sine
herede de corpore suo litime procreat') re-
manet Jus per formam sursumreddito-
nis pdict' scdm Cons' Manerii pdict' isti
S. J. qui nunc petit videt' ut filio & heredi
C. J. fratris & heredi pdict' M. J. &
inde producit sedam, &c.

S. D. queritur & B. M. & F. ur' ejus
de p'ta Terre videt' de uno Messuagio,
&c. cum p'tin' in R. infra Jurisdiction'
hujus Curie & fecit protestacōem profe-
qui querelam suam in forma & natura
b'revis Dñe Rñe M'ile mortis antecessoris
ad com' Regem, &c. & petit processum p'
eo fieri scdm' Cons' hujus Manerii in
forma & natura b'revis pdict' dirigend'
Ballivo & Ministris hujus Curie —
Ideo p'ceptū est, &c. quod iidem Bal-
libus & Ministri p' Mandat' & P'cept'
Dñi hujus Manerii & scdm Cons' ejus-
dem Manerii summoniant per bonos
Summonitores 12 probos & legales homi-
de homagio hujus Manerii qd' sint corā
Senechallo ejusd' Manerii ad pr' Cur'
infra Maner' illud tenend' parati super
Sacramentū recognoscere si C. D. pater
pdict' S. fuit seist' in Dñico suo ut de
Feodo ad volunt' Dñi scdm Cons' Ma-
nerii istius die qua obiit de & in uno
Messuagio, &c. de Terr' customar' hujus

Another
Plaint, &c.
in Nature
of an Assize
de Mort-
dancer.

Precept to
summon a
Jury, &c.

Pledges.

Manerii vocat' C. in A. infra Jurisdiccion' hujus Cur' die quo obiit & si idem C. obiit infra 40 Annos jam ult' elaps' Et si p'dia' S. sit propinquior Heres p'dia' C. & interim Terras & Tenementa videant Et qd' sumoneant p' bonos sum' p'dia' B. & F. qui easdem Terras & Tenementa nunc tenent quod sint ibi ad audiend' recogn' Et p'dia' S. inven' Pleg' ad p'osquend' Querela sua p'dia' A. D. & R. R.

Defendant
pleads in
Bar.

Et modo hic ad hanc Cur' venit p'dia' R. M. & F. ur' ejus in propria persona sua & p'dia' B. dicit quod p'd C. Pater dia' Quer' non fuit seiscus in Dñico suo ut de feodo ad volunt' Dñi scdm Cons' hujus Manerii die quo obiit de p'dia' Messuag' &c. cum p'tin' modo & forma put p' p'd Quer' prius supponitur & hoc petit quod inquiretur p' Alsam Et p'd Quer' similiter, &c.

Issue.

Certain Processes, &c. referr'd to, *antea*.

Precept to
summon
the Defen-
dant to ap-
pear, &c.

W. B. Seneschal Vallivo Manerii p'd . Saltem A. B. queritur vers' C. D. in p'lito Terre & fecit Protestacon' sequi querela ista in natura Brevis Dñe Rñe de Recto Patenti Ideo tibi precipio qd' scdm Cons' Manerii illius Sumoneas p' bonos Summonitores p'dia' C. D. essend' ad prior' Curia ibid' tent' (tali die) ad respondend' in p'lito p'dia' Et habeas ibi hoc Preceptu, &c. Dat' &c. — Vide the Precepts ante.

W. B.

De feodo & Jure scdm Cons Man' pdia'
 Temp' pacis temp' Dñe Reg' nunc ca-
 prendi inde Exples' ad valenc', &c. Et qđ The Defen-
 tale sit Jus suū offert' &c. Et pdia' dant's Bar.
 W. B. ven' & defendi Jus suū quando,
 &c. & seisinā ejus de qua seisinā, &c. ut
 de feodo & Jure, &c. & maxime de Te-
 nementis pdia' cum pertin' & totum, &c.
 Et ponit se super Homag' pdia' Dñe
 Reg' cum pdia' scdm Cons Man' pdia'
 & petit Recognicōem fieri utrum ipse
 majus Jus habet tenendū Centā pdia'
 cum pertin' sicut ille tenet (vel) predia'
 A. B. habendū predia' Centā cum ptin'
 sicut ille supra petit, &c. Et pred' A. B. Plaintiff
 petit Licenc' inde interlog' usq' hora un- impairs.
 decimā ante meridiū ejusd' Diei & habeat,
 &c. eademq' hora dat' est prefat' W. B.
 hic ad essendū &c. — Et postea idem A. B. Defendant
 rebenit hic in Cur' isto eodm Die ad makes De-
 predia' Horam in prop' persona sua & fault.
 pred' W. B. licet solempnit' Exa' non re-
 ven' sed in contempt' Cur' recess' & De-
 falt' fecit' Ideo scdm Consuet' Man' p- Judgment.
 dia' Considerat' est per Cur' qđ predia'
 A. B. recuperet seisinā suā vers' pdia'
 W. B. de Cen' pd' cum ptin' scdm Cons
 Man' predia' tenendū eidem A. B. & he-
 red' suis scdm Cons dicit Man' quiet' de
 pdia' W. B. & hered' suis imperpet' &
 idem W. B. in Wia &c. Et modo ad ist'
 Cur' Dñus in execucon' Judicii & recu- Plaintiff
 pacon' pdia' p' Senescall' suū concessit admitted.
 pfato A. B. de Centis predia' cum ptin'
 seisin' Tenendū sibi hered' & assign' suis per
 virg' ad volun' Dñi scdm Cons Man'
 pdia'

Defendant
surrenders
and relea-
ses to the
Plaintiff
with War-
ranty.

pdia' & fecit inde Dñs fin' & fidel' &
admiss' est inde Tenens — Et postea scilicet
ad istam eand' Cur' pdia' A. B. ad run-
plens existens ven' & pdia' W. B. sur-
sumreddidit in Man' Dñi Cent' pdia'
cum ptin' ad opus & usum pdia' A. B.
hered' & assign' suoy imperpet' Et ulter-
rius p'fat' W. B. remisit relaxabit & om-
mino pro se & hered' suis imperpet' quietes
clam' p'fat' A. B. hered' & assign' suis in
sua plena & pacifica possessione & seisinā
existen' Die confesion' p'sen' scdm Cons-
dia' Man' de & in Ten' pdia' cum ptin'
totum Jus Stat' Titul' Clam' Interests
seu Demand' sua quecumq; que unquam
habuit habet seu quobismodo in futurū
habere poterit de aut in Ten' pdia' cum
ptin' aut aliqua parcel' eorund' ita
vidit quod nec p'fat' W. B. nec hered'
sui aut aliqui eoy aliquod Jus Stat'
Tit' Clam' Interesse seu Demand' de aut
in Ten' pdia' cum ptin' suis nec in aliq'
p'cell' eorund' de cetero exiger clamare seu
vindicare poterint nec debent in futurū
sed ab omni actione Juris Tituli Clam-
mei Interesse & Demand' inde petend'
imperpet' sint exclusi & quilibet eoy sit
exclusus imperpet' per p'sentes Et p'p-
terea p'fat' W. B. concessit pro se &
hered' suis quod ipse Warrantizat
Ten'ta pdia' cum ptin' p'fat' A. B.
& heredibus suis contra omnes homines
in perpetuum.

S. J.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
For every <i>Fieri facias</i> , or <i>Scire facias</i> }	00	02	00
For every <i>Supersedeas</i>	00	02	04
For a Transcript upon a Plaint and Allowance }	00	01	08
For allowing a Writ of false Judgment }	00	06	08
For a Copy and Admittance, in some Manors, 20 <i>s.</i> in some 15 <i>s.</i> and in some but 6 <i>s.</i> 8 <i>d.</i>			
For an Admittance on a Tenant's Death, 5 <i>s.</i> 6 <i>d.</i> whereof 2 <i>s.</i> goes to the Bailiff, and 6 <i>d.</i> the Cryer.			
For Drawing and Ingrossing a Pair of Leases, in some Manors 32 <i>s.</i> in some 1 <i>l.</i> 1 <i>s.</i> and in some 15 <i>s.</i>			
The Contract Fee is usually 2 <i>s.</i> out of every 10 <i>l.</i> of the Purchase-Money, if it be above 50 <i>l.</i> but if under, the usual Fee is 12 <i>s.</i>			
For a Copy of a Licence 10 <i>s.</i>			

And *Note* ; If the Steward holds a Special Court on Purpose to grant an Estate, &c. his usual Fee is a Guinea, besides his common Fees. And if the Business takes up more than a Day, his Fee must be increased proportionably.

The Attorney's Fees.

For his Appearance	00	02	00
For Drawing every Declaration, Plea, Replication, Rejoinder, Rebutter, &c. }	00	10	00

	<i>l.</i>	<i>s.</i>	<i>d.</i>
For every Court-Day, while the Action depends	00	02	00

The Bailiff's Fees.

For executing every Summons of the Plaintiff	00	00	04
For executing each Summons of the Defendant	00	00	08
For executing a <i>Distringas</i> or Summons of the Plaintiff	00	00	04
But if of the Defendant	00	00	08
For every <i>Venire facias</i>	00	02	00
And (if tried) for the Return	00	02	00
For every <i>Fieri fac'</i> , <i>Scire fac'</i> or <i>Replevin</i>	00	02	00
To the Jury—each Man	00	00	08

See more of Fees, Pag. 62, 63.

Anno 10 Annæ Reginae.

An Act for laying several Duties upon all Sope and Paper, made in Great Britain, or imported into the same, &c. and upon several Kinds of stamp'd Vellom, Parchment, and Paper, &c.

AND moreover be it enacted, by the Authority aforesaid, That there shall be raised, levied, collected, and paid, to and for the Use of Her Majesty, Her Heirs and Successors, for the several and respective Things, herein after mentioned, which at any Time or Times, within, or during the Term of Thirty-two Years, to be reckon'd from the First Day of *August*, in the Year of our Lord 1712, shall be engrossed, printed, or written, the several and respective Rates, Duties, Charges, and Sums of Money herein after expressed, in Manner following; That is to say,

— For every Skin or Piece of Vellom, or Parchment, or Sheet, or Piece of Paper, upon which shall be engrossed or written, with-

	<i>l.</i>	<i>s.</i>
For every Court-Day, while the Action depends	00	02

The Bailiff's Fees.

For executing every Summons of the Plaintiff	00	00
For executing each Summons of the Defendant	00	00
For executing a <i>Distringas</i> or Summons of the Plaintiff	00	00
But if of the Defendant	00	00
For every <i>Venire facias</i>	00	02
And (if tried) for the Return	00	02
For every <i>Fieri fac'</i> , <i>Scire fac'</i> or <i>Replevin</i>	00	02
To the Jury—each Man	00	00

See more of Fees, Pag. 62, 63.

III. B. Seneschal Wallibo Maner' pñ Precept to summon a Jury to try a Cause.
Salutem Quia **N. B.** queritur, &c. (ut
 sup: a) to Sumoneas p bonos Sumonito-
 res duodecim liberos & legales homines
 tenentes Manerii pñ quod sint corā me
 pñ Seneschal ad p:or' Cur' ibid tenend
 viz. Die, &c. p:or' futur' ad horam, &c.
 ejusdem diei parat' Sacrament' recogn' &
C. B. Pater pñ **N. B.** fuit seist' in
 Dñico suo ut de feodo de duobus Mes-
 suag' &c. cum pertin' &c. infra Juris-
 dictioem hujus Curie die quo obiit & si
 obiit infra quadraginta Annos jam ult'
 elaps' & si idem **N. B.** sit propinquior he-
 res ejus & interim pñ duo Messuag' vi-
 deant & nomina eor' imbrebiari fac' Et
 cum p bon' Sumon' pñ **C. & D.** qui pñ
 Messuag' & Terr' nunc tenent' qđ tunc
 sint ibi auditur' illa Recogn' & habeas ibi
 Sumon' & hoc Precept' Dat', &c.

III. B. Seneschal Manerii pñ Wallibo Precept to deliver Possession on a Recovery.
 ejusdem Salutem Scias quod **N. B.** in
 Curia tenta (tali die, &c.) p consideracioem
 ejusdem Cur' recuperabit seisinā suam
 vers' **H. K.** de octo acris Terr' cum pñ
 in **L.** infra Jurisd' Manerii pñia' p de-
 factam pñia' **H. K.** Et ideo tibi pñcipio
 qđ plenar' seisin' de Centis pñia' cum pñ
 rin' sine dilatoe Habere facias seisinam
 & habeas ibi hoc precept' & qualiter Ex-
 ecutionem inde fecisti Dat', &c.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
For every Court-Day, while the Action depends	00	02	00

The Bailiff's Fees.

For executing every Summons of the Plaintiff	00	00	04
For executing each Summons of the Defendant	00	00	08
For executing a <i>Distringas</i> or Summons of the Plaintiff	00	00	04
But if of the Defendant	00	00	08
For every <i>Venire facias</i>	00	02	00
And (if tried) for the Return	00	02	00
For every <i>Fieri fac'</i> , <i>Scire fac'</i> or <i>Replevin</i>	00	02	00
To the Jury—each Man	00	00	08

See more of Fees, Pag. 62, 63.

cessary to be by them done, for the putting this Act in due Execution with Relation to those Duties.

And it is hereby further enacted by the Authority aforesaid, That all Vellom, Parchment, and Paper, upon which any of the last mentioned several and respective Matters and Things shall, from and after the said First Day of *August* 1712, be respectively engrossed, or written, shall before such Ingrossing or Writing be brought to the Head Office for Stamping or Marking of Vellom, Parchment and Paper, and the same Commissioners by themselves, or by their Officers imployed under them, shall, and they are hereby impowered and required forthwith, upon Demand to them made by any Person or Persons, from Time to Time, to stamp or mark, as this Act directs, any Quantities or Parcels of Vellom, Parchment or Paper, he or they paying to the Receiver General of the Stamp-Duties for the Time being, or to his Deputy or Clerk, for the Use of Her Majesty, Her Heirs and Successors, the respective Duties payable for the same by this Act, without any other Fee or Reward, and without Delay; which Stamp or Mark to be put thereupon in Pursuance of this Act, shall be a sufficient Discharge for the several and respective Duties hereby payable for the said Vellom, Parchment and Paper, which shall be so stamped or marked.

And

within or during the Term last mentioned, any *Surrender of, or Admittance to any Copyhold Land or Tenement*, within those Parts of *Great Britain*, called *England, Wales*, and the *Town of Berwick upon Tweed*, or any *Grant or Lease, by Copy of Court-Roll, or any other Copy of the Court-Roll of any Honour or Manor*, within the same Parts of *Great Britain*, or any of them, (other than and except the *Original*, to the Use of a Will, and the *Court-Roll, or Book, wherein the Proceedings of the Court are entred or enrolled*) the Sum of *Two Shillings and Three Pence Sterling*.

And be it further enacted, by the Authority aforesaid, That for the better and more effectual Levying, Collecting, and Paying unto Her Majesty, Her Heirs and Successors, the said several Duties hereby granted and made payable for, or in Respect of the said several and respective Matters and Things to be engrossed or written, as aforesaid; the same shall be under the Government, Care, and Management of the Commissioners for the Time being, appointed to manage the Duties payable to Her Majesty, Her Heirs and Successors, and charged on stamp'd Vellom, Parchment, and Paper; who, or the major Part of them, are hereby required and impowered to employ the necessary Officers under them for that Purpose, and to cause all such further new Stamps to be provided, to denote the Duties last mentioned, as shall be requisite, and to do all other Things necessary.

cessary to be by them done, for the putting this Act in due Execution with Relation to those Duties.

And it is hereby further enacted by the Authority aforesaid, That all Vellom, Parchment, and Paper, upon which any of the last mentioned several and respective Matters and Things shall, from and after the said First Day of *August* 1712, be respectively engrossed, or written, shall before such Ingrossing or Writing be brought to the Head Office for Stamping or Marking of Vellom, Parchment and Paper, and the same Commissioners by themselves, or by their Officers imployed under them, shall, and they are hereby impowered and required forthwith, upon Demand to them made by any Person or Persons, from Time to Time, to stamp or mark, as this Act directs, any Quantities or Parcels of Vellom, Parchment or Paper, he or they paying to the Receiver General of the Stamp-Duties for the Time being, or to his Deputy or Clerk, for the Use of Her Majesty, Her Heirs and Successors, the respective Duties payable for the same by this Act, without any other Fee or Reward, and without Delay; which Stamp or Mark to be put thereupon in Pursuance of this Act, shall be a sufficient Discharge for the several and respective Duties hereby payable for the said Vellom, Parchment and Paper, which shall be so stamped or marked.

And

And be it further enacted by the Authority aforesaid, That if any Person or Persons, or Corporation, shall, from and after the said First Day of *August* 1712, within, or during the Term last mentioned, write, engross, or cause to be written or engrossed, or sign any of the last mentioned several and respective Matters and Things before the Vellom, Parchment, or Paper, whereupon the same shall be respectively engrossed, or written, shall appear to have been so duly stamped or marked, as aforesaid, That then every such Person or Corporation so offending in any of the Particulars before-mentioned, shall for every such Offence, forfeit the Sum of Ten Pounds, together with full Costs of Suit; and every Steward or other Officer, or his Deputy, offending herein, and being convicted of any such Offence, shall (over and besides the Forfeiture or Penalty aforesaid) forfeit and lose his Office and Employment, and be incapable to hold the same; and that if any of the said several and respective Matters and Things, so to be engrossed or written, as aforesaid, shall, during the Term last mentioned, be written or engrossed, contrary to the true Intent and Meaning hereof, upon Vellom, Parchment, or Paper, not appearing to have been duly stamped or marked according to Law, That then, and in every such Case, there shall be duly answered, and paid to Her Majesty, Her Heirs and Successors (over and above the Duties

Duties hereby payable) for every such Matter and Thing respectively, the Sum of Five Pounds; and that no such Matter or Thing shall be available in Law or Equity, or be given in Evidence, or admitted in any Court, unless as well the said Duties hereby charged, as the said Sum of Five Pounds, shall be first paid to the Use of her Majesty, Her Heirs or Successors; and a Receipt produced for the same under the Hand of the Receiver General for the Time being, of the Stamp-Duties, or of his Deputy or Clerk, and until the Vellom, Parchment, or Paper, on which such Matter or Thing is so written or ingrossed, shall be marked or stamped, according to the Tenor and true Meaning hereof; and the said Receiver General, and his Deputy or Clerk, are hereby enjoined and required, upon Payment or Tender of the said Duty, payable by Virtue hereof, and of the said Sum of Five Pounds, to give a Receipt for such Money; and the other proper Officers are thereupon required to mark or stamp such Matter or Thing with the proper Mark or Stamp requisite in that Behalf.

By an Act passed *Anno Duodecimo Annæ Reginae*, entituled, *An Act for granting to her Majesty Duties upon Malt, &c. and for explaining a late Act in Relation to stamp-Duties on customary Estates, &c.* It is declared and enacted, That no Copies of any Surrenders or Admittances to Custom-Right, or Tenant-Right

nant-Right Estates, altho' not Copyhold, which pass by Deed, Surrender, and Admittance, or by Deed and Admittance, ought to be stamped, nor were they ever designed or intended, nor ought they to be deemed or construed to be within the Meaning of the (said) Act of 10 *Annæ*, for Stamp-Duties.

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